

# This certifies that

# **AALBERTS INTEGRATED PIPING SYSTEMS LTD.**

has had the undermentioned product(s) examined, tested and certified as being of an appropriate quality and standard as required in the Water Supply (Water Fittings) Regulations and Scottish Water Byelaws, subject to scheme requirements being met when installed.

**Model Numbers** 

# 'TECTITE SPRINT' RANGE OF PUSHFIT FITTINGS (FOR MODELS AND SIZES COVERED BY THE SCOPE OF THIS APPROVAL PLEASE CONSULT THE WRAS ONLINE DIRECTORY AND/OR ACCOMPANYING WRAS APPROVAL LETTER)

The certificate by itself is not evidence of a valid WRAS Approval. Confirmation of the current status of an approval must be obtained from the WRAS Approvals Directory (www.wras.co.uk/directory)

The product so mentioned will be valid until the end of:

January 2027

Certificate No.

2201049

Ian Hughes, WRAS Approvals Manager



9<sup>th</sup> May 2022

Aalberts Integrated Piping Systems Ltd. St. Catherines Avenue Doncaster South Yorkshire United Kingdom DN4 8DF Water Regulations Approval Scheme Ltd. Unit 13, Willow Road, Pen y Fan Industrial Estate, Crumlin, Gwent, NP11 4EG

# **Approval Number 2201049**

Dear Sir/Madam

Production samples of the products described in the **Approval Information** section below ("Products"), have been subjected to the relevant mechanical and water quality tests as defined in Regulation 4 (2) and Schedule 2 to demonstrate a product is of an **appropriate quality or standard** for the purposes of a WRAS Approval application.

- After considering the test reports and examining the Product/s, The Water Regulations Approval Scheme Ltd. ("WRAS Ltd" / "WRAS") finds that:
  - The product is of an appropriate quality and standard as defined in The Water Supply (Water Fittings) Regulations 1999, The Water Supply (Water Fittings) (Scotland) Byelaws 2014, The Water Supply (Water Fittings) Regulations (Northern Ireland) 2009 and all other applicable WRAS requirements,
  - The non-metallic materials of construction, in contact with the water, are suitable for contact with wholesome water intended for domestic purposes having met the requirements of BS 6920-1: 2014 'Suitability of non-metallic products for use in contact with water intended for human consumption with regard to their effect on the quality of the water'.
- WRAS Approvals are granted subject to, and in accordance with, the Standard Terms and Conditions of WRAS
  Approvals Schemes (WRAS.Cust-401) as amended from time to time ("Standard Terms of Approval").
  - You have confirmed your acceptance of the Standard Terms of Approval by submitting your application for WRAS Approval. A copy of the current Standard Terms of Approval are available from the WRAS website: <a href="https://www.wrasapprovals.co.uk">www.wrasapprovals.co.uk</a>.
  - Terms defined in the Standard Terms of Approval shall have the same meaning in this letter unless the context otherwise requires.
- 3. Installation Requirements & Notes (IRNs) are set out in Appendix A. A Product only qualifies for Approval if WRAS is satisfied that the relevant Product complies with Regulation 4(1)(a) and the requirements of the Scheme when installed in accordance with the manufacturer's instructions and any applicable Approval Scheme Installation Requirements and Notes.
  - Since the incorrect installation of Products will not be within the scope of an approval and may result in contravention of the Regulations or Byelaws requirements, the attention of your customers should be drawn to any IRNs applied.
- 4. Please note that the use of the Products described in any particular area of supply is at the discretion of the Water Company (water undertaker) in that area.
- 5. Approval Holders may quote in their sales literature that their product is WRAS approved. A WRAS product approval demonstrates that a water fitting is of a suitable quality and standard, provided that it meets the requirements of the Scheme when installed in accordance with the manufacturer's instructions and any applicable Approval Scheme Installation Requirements and Notes
- 6. The "WRAS Approved Product" logos are certification marks registered under the Trade Marks Act 1994 ("Certification Marks"). Approval Holders may use the Certification Marks in accordance with the Standard Terms of Approval.
- 7. Please verify the details of your Product as set out in the approval information and advise us of any discrepancies by no later than 9<sup>th</sup> June 2022.

Yours Faithfully

lan Hughes WRAS Approvals Manager

# **APPROVAL INFORMATION**

Validity dates: This approval is valid for fittings (as listed below in model) manufactured AND installed between

January 2022 & January 2027

Section Number: 1180

Section title: FITTINGS FOR USE WITH TUBE AND PIPE COUPLINGS. UNLESS SPECIFIED IN THE

INDIVIDUAL APPROVAL, THE PRODUCTS WITHIN THIS SECTION ARE NOT SUITABLE FOR

**BELOW GROUND USE** 

Installation requirement

R001

notes:

(IRN's are set out in Appendix A)

Product description: 'Tectite Sprint' range of pushfit fittings with copper or DZR brass bodies.

10mm, 15mm, 22mm & 28mm pushfit fittings are for use with copper pipe (manufactured to BS EN 1057) and polybutylene barrier pipe and cross linked PEX barrier pipe (manufactured to BS 7291).

35mm, 42mm & 54mm pushfit fittings are for use with copper pipe (manufactured to BS EN 1057) only.

When used with PB & PEX pipes operating parameter are:

12.0 bar@cold water. 3.0 bar@92°C.

When used with copper pipes operating parameter are:

20.0 bar@cold water. 10.0 bar@100°C.

Size: See model

Identification Marking: YF logo (abbreviation of Yorkshire Fittings, a brand of Aalberts Integrated Piping Systems Ltd) and size

on body

Factor: Aalberts Integrated Piping Systems Ltd.

Model: 'Tectite Sprint' range:

Copper Models:

75500 TT1/TT270 10mm Coupling, 75660 TT1/TT270 12mm Coupling, 75661 TT1/TT270 14mm Coupling, 75501 TT1/TT270 15mm Coupling, 75662 TT1/TT270 16mm Coupling, 75663 TT1/TT270 18mm Coupling, 75502 TT1/TT270 22mm Coupling, 75503 TT1/TT270 28mm Coupling, 75900 TT1/TT270 35mm Coupling, 75901 TT1/TT270 42mm Coupling, 75902 TT1/TT270 54mm Coupling, 75530 TT12/TT090 10mm Elbow, 75689 TT12/TT090 12mm Elbow, 75690 TT12/TT090 14mm Elbow, 75531 TT12/TT090 15mm Elbow, 75691 TT12/TT090 16mm Elbow, 75692 TT12/TT090 18mm Elbow, 75532 TT12/TT090 22mm Elbow, 75533 TT12/TT090 28mm Elbow, 75921 TT12/TT090 35mm Elbow, 75922 TT12/TT090 42mm Elbow, 75923 TT12/TT090 54mm Elbow, 75852 TT12CP/TT090 12mm Elbow, 75853 TT12CP/TT090 15mm Elbow, 75854 TT12CP/TT090 22mm Elbow, 75535 TT12S/TT092 10mm Street Elbow,

75536 TT12S/TT092 10mm x 15mm Strt Red Elbow,

75693 TT12S/TT092 12mm Street Elbow, 75537 TT12S/TT092 15mm Street Elbow,

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75695 TT12S/TT092 16mm Street Elbow.
75696 TT12S/TT092 18mm Street Elbow,
75538 TT12S/TT092 22mm Street Elbow,
75924 TT12S/TT092 35mm Street Elbow,
75925 TT12S/TT092 42mm Street Elbow,
75926 TT12S/TT092 54mm Street Elbow,
75838 TT1CP/TT270 15mm Coupling,
75839 TT1CP/TT270 22mm Coupling,
75551 TT21/TT041 15mm Obtuse Elbow,
75703 TT21/TT041 16mm Obtuse Elbow,
75704 TT21/TT041 18mm Obtuse Elbow,
75552 TT21/TT041 22mm Obtuse Elbow,
75553 TT21/TT041 28mm Obtuse Elbow,
75927 TT21/TT041 35mm Obtuse Elbow,
75928 TT21/TT041 42mm Obtuse Elbow,
75929 TT21/TT041 54mm Obtuse Elbow,
75705 TT21S/TT040 12mm Obtuse Street El,
75585 TT21S/TT040 15mm Obtuse Street El,
75708 TT21S/TT040 18mm Obtuse Street El,
75586 TT21S/TT040 22mm Obtuse Street El,
75587 TT21S/TT040 28mm Obtuse Street El.
75930 TT21S/TT040 35mm Obtuse Street Elbow,
75931 TT21S/TT040 42mm Obtuse Street Elbow,
75932 TT21S/TT040 54mm Obtuse Street Elbow,
75555 TT24/TT130 10mm Equal Tee,
75709 TT24/TT130 12mm Equal Tee,
75710 TT24/TT130 14mm Equal Tee,
75556 TT24/TT130 15mm Equal Tee,
75712 TT24/TT130 18mm Equal Tee,
75557 TT24/TT130 22mm Equal Tee,
75558 TT24/TT130 28mm Equal Tee,
75933 TT24/TT130 35mm Equal Tee,
75934 TT24/TT130 42mm Equal Tee,
75935 TT24/TT130 54mm Equal Tee,
75861 TT24CP/TT130 15mm Equal Tee,
75862 TT24CP/TT130 22mm Equal Tee,
75565 TT25/TT130 15mm x 15mm x 10mm/TT130 15mm x 10mm x 15mm Tee,
75714 TT25/TT130 15mm x 15mm x 12mm/TT130 15mm x 12mm x 15mm Tee,
75719 TT25/TT130 18mm x 18mm x 15mm/TT130 18mm x 15mm x 18mm Tee,
75566 TT25/TT130 22 mm x 22mm x 10mm/TT130 22mm x 10mm x 22mm Tee,
75567 TT25/TT130 22 mm x 22mm x 15mm/TT130 22mm x 15mm x 22mm Tee,
75722 TT25/TT130 22 mm x 22mm x 18mm/TT130 22mm x 18mm x 22mm Tee,
75568 TT25/TT130 28 mm x 28mm x 15mm /TT130 28mm x 15mm x 28mm Tee,
75569 TT25/TT130 28 mm x 28mm x 22mm /TT130 28mm x 22mm x 28mm Tee,
75937 TT25/TT130 35 mm x 35mm x 22mm Tee,
75940 TT25/TT130 42 mm x 42mm x 22mm Tee,
75944 TT25/TT130 54 mm x 54mm x 22mm Tee,
75865 TT25CP 22mm x 22mm x 15mm /TT130 22mm x 15mm x 22mm Tee,
75724 TT26 15mm x 12mm x 15mm/TT130 15mm x 15mm x 12mm Tee,
75573 TT26 22mm x 15mm x 22mm/TT130 22mm x 22mm x 15mm Tee.
75574 TT26 28mm x 15mm x 28mm/TT130 28mm x 28mm x 15mm Tee.
75575 TT26 28mm x 22mm x 28mm/TT130 28mm x 28mm x 22mm Tee.
75869 TT26CP 22mm x 15mm x 22mm/TT130 22mm x 22mm x 15mm Tee,
75582 TT27/TT130 22mm x 15mm x 15mm Tee RedEndBch,
75584 TT27/TT130 28mm x 22mm x 22mm Tee RedEndBch,
75870 TT27CP/TT130 22mm x 15mm x 15mm RedEndBch,
75520 TT5 15mm x 1/2" BSP (M) Tank Coupling,
75521 TT5 22mm x 3/4" BSP (M) Tank Coupling,
75523 TT6/TT243 15mm x 10mm Reducer.
75524 TT6/TT243 15mm x 12mm Reducer,
75525 TT6/TT243 22mm x 15mm Reducer,
75526 TT6/TT243 28mm x 15mm Reducer,
75527 TT6/TT243 28mm x 22mm Reducer,
75909 TT6/TT243 35mm x 15mm Reducer,
75910 TT6/TT243 35mm x 22mm Reducer.
75911 TT6/TT243 35mm x 28mm Reducer.
75913 TT6/TT243 42mm x 22mm Reducer,
75914 TT6/TT243 42mm x 28mm Reducer.
75915 TT6/TT243 42mm x 35mm Reducer.
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75917 TT6/TT243 54mm x 22mm Reducer,
75918 TT6/TT243 54mm x 28mm Reducer,
75919 TT6/TT243 54mm x 35mm Reducer,
75920 TT6/TT243 54mm x 42mm Reducer,
75590 TT61/TT301 10mm Stop End,
75731 TT61/TT301 12mm Stop End,
75732 TT61/TT301 14mm Stop End,
75591 TT61/TT301 15mm Stop End,
75733 TT61/TT301 16mm Stop End,
75734 TT61/TT301 18mm Stop End,
75592 TT61/TT301 22mm Stop End,
75593 TT61/TT301 28mm Stop End,
75868 TT61CP/TT301 15mm Stop End,
75600 TT62/TT062 10mm x 1/2" BSP (M) Str Tap Conn,
75736 TT62/TT062 12mm x 3/8" BSP (M) Str Tap Conn,
75601 TT62/TT062 15mm x 1/2" BSP (M) Str Tap Conn,
75740 TT62/TT062 16mm x 3/4" BSP (M) Str Tap Conn,
75603 TT62/TT062 22mm x 3/4" BSP (M) Str Tap Conn,
75604 TT63/TT063 10mm x 1/2" BSP (M) Bent Tap Conn,
75605 TT63/TT063 15mm x 1/2" BSP (M) Bent Tap Conn,
75850 TT6CP/TT243 22mm x 15mm Reducer.
Brass Models:
75540 TT13/TT092G 15mm x 1/2" BSP (M) Male Elbow,
75833 TT13/TT092G 22mm x 3/4" BSP (M) Male Elbow,
75697 TT14/TT090G 14mm x 1/2" BSP (F) Female Elbow,
75545 TT14/TT090G 15mm x 1/2" BSP (F) Female Elbow,
75698 TT14/TT090G 16m m x 1/2" BSP (F) Female Elbow,
75831 TT14/TT090G 22mm x 3/4" BSP (F) Female Elbow,
75548 TT15/TT471G 12mm x 1/2" BSP (F) Backplate ELB,
75550 TT15/TT471G 15mm x 1/2" BSP (F) Backplate ELB,
75664 TT1R/TT240 14mm x 12mm Red Coupling,
75504 TT1R/TT240 15mm x 10mm Red Coupling,
75665 TT1R/TT240 15mm x 12mm Red Coupling,
75667 TT1R/TT240 16mm x 14mm Red Coupling,
75668 TT1R/TT240 18mm x 15mm Red Coupling,
75505 TT1R/TT240 22mm x 15mm Red Coupling,
75671 TT1R/TT240 22mm x 18mm Red Coupling,
75840 TT1RCP/TT240 15mm x 10mm Red Coupling,
75673 TT2/TT270G 12mm x 1/2" BSP (F) Female Cplng,
75675 TT2/TT270G 14mm x 1/2" BSP (F) Female Cplng,
75674 TT2/TT270G 14mm x 3/8" BSP (F) Female Cplng,
75510 TT2/TT270G 15mm x 1/2" BSP (F) Female Cplng,
75676 TT2/TT270G 16mm x 1/2" BSP (F) Female Cplng,
75677 TT2/TT270G 18mm x 1/2" BSP (F) Female Cplng,
75835 TT2/TT270G 18mm x 3/4" BSP (F) Strt Female Con,
75511 TT2/TT270G 22mm x 3/4" BSP (F) Female Cplng,
75678 TT2/TT270G 28mm x 1" BSP (F) Female Cplng,
75903 TT2/TT270G 35mm x 1.1/4" BSP (F) Str Fem Con,
75904 TT2/TT270G 42mm x 1.1/2" BSP (F) Str Fem Con,
75905 TT2/TT270G 54mm x 2" BSP (F) Str Fem Con,
75843 TT2CP/TT270G 15mm x 1/2" BSP (F) Female Coup,
75680 TT3/TT243G 10mm x 1/2" BSP (M) Male Coupling,
75679 TT3/TT243G 10mm x 3/8" BSP (M) Male Coupling.
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# **APPENDIX A**

## **INSTALLATION REQUIREMENTS & NOTES**

You are advised to draw customers' attention to the installation requirements and notes set out below which must be followed to ensure that the fittings described above are installed in accordance with the requirements of the Regulations and Byelaws:

## **IRN R001**

See text of entry for Installation Requirements or Notes.

## **APPENDIX B - Standard Terms of Approval**

#### 1. WRAS Approvals Schemes

- 1.1. The WRAS Approval Schemes ("the Schemes") and the WRAS Products and Materials Directory are owned and operated by the Water Regulations Approval Scheme Ltd ("WRASLtd" or "WRAS").
- 1.2. To be eligible for WRAS approval products or materials must be capable of lawfully installed or used in the UK.
- 1.3. The WRAS Approvals Scheme Requirements & Code of Practice (WRAS.Cust-402) sets out what an Approval is.
- 1.4. WRAS is not responsible for enforcement of the Regulations, nor does it have any statutory powers. A WRAS Approval does not guarantee a water fitting will be accepted by Water Companies or that enforcement actions will not be taken. Site specific circumstances will be relevant such as aspects of the plumbing system design in which the fitting is installed, as well as water company terms and condition of consent.
- 1.5. Installation Requirement Notes (IRNs) applied to an Approval are designed to help installers, but do not guarantee all site-specific requirements are covered.
- 1.6. These Standard Terms and Conditions of Approval (T&Cs) and the Scheme Requirements form the agreement between WRAS and the Applicant / Approval Holder in respect of applications and Approvals.
- 1.7. The definitions in document WRAS.Gen-601: "WRAS Approvals Terms & Definitions" shall apply throughout.
- 1.8. In the event of any conflict between these T&Cs and any of the documents referred to in them, the T&Cs shall take precedence.

### 2. Obligations of the Applicant & Approval Holder

- 2.1. It is the responsibility of Applicants to ensure that they are familiar with, accept and comply at all times with the requirements of the Scheme as detailed in these Standard Terms and Conditions, the Code of Practice (WRAS.Cust-402) and the WRAS Scheme guidance. This includes, but is not limited to, the following documents:
  - WRAS Approval Scheme Brand Guidelines
  - WRAS Approvals Guides
  - iii Test Code Sheet Matrix.
  - iv Guidance for non-metallic materials in fittings
  - Sampling Matrix
  - vi Installation Requirement Notes (IRNs).

These are available for download from the WRAS website www.wrasapprovals.co.uk.

- 2.2. The Applicant guarantees the accuracy and completeness of all information contained in the Application and any other information now or subsequently provided by the Applicant or its Agents to WRAS and/or the Recognised Test Laboratory in pursuance of the application and confirms that none of this information is or may be construed as misleading in any way. WRAS accepts no liability for any losses or any other damage arising from incomplete or incorrect information provided by the Applicant.
- 2.3. The Applicant must implement suitable quality assurance methods / Factory Production Control (fpc), in order to ensure that the characteristics verified during certification remain of the same quality throughout the period of approval. This may be ensured through direct self-monitoring, as well as through measures under a quality management system in accordance with ISO 9001/ CE Mark. Assurance records and details of any investigations into complaints relating to Approved Products shall be presented to WRAS on request. The records shall be retained by the Applicant for ten years.
- 2.4. Approvals granted shall be subject to surveillance by WRAS, either as part of routine or investigative auditing activity. The Approval Holder shall co-operate fully with WRAS for this purpose, including accommodating inspection observers if necessary. The Approval Holder shall reimburse WRAS for all reasonable costs incurred in connection with surveillance & audit activities.
- 2.5. WRAS reserves the right to undertake unannounced audits of Approval Holders' facilities as part of investigations.
- 2.6. In order to maintain an Approval, the self-declaration of continued compliance must be completed annually by the Approval Holder in accordance with the Scheme Requirements. If these requirements are not met sanctions will be applied to the Approval.

#### 3. Pre-Application Advice

- 3.1. Applicants may seek pre-application advice before submitting an application for WRAS Approvals
- 3.2. WRAS Product Approval will only be granted to production samples. Prototype or pre-production samples may be submitted for pre-application advice however additional testing may be required when subsequently submitted for full approval as a production sample.
- 3.3. Any pre-application advice is provided on the basis of the preliminary information provided. This advice should not be taken as guaranteeing that a product will be granted a WRAS approval nor that no enforcement action will be taken in respect of it by water companies. WRAS Approvals will carry out a full assessment of the product when an approval application is submitted.
- 3.4. No reliance should be placed on any pre-application advice for the purposes of designing or producing any product. WRAS accepts no liability for loss of goodwill, business, revenue or profits, anticipated savings or wasted expenditure (whether reasonably foreseeable or not) or indirect or consequential loss arising from or in connection with such advice.

#### 4. Applications

- 4.1. All applications for WRAS Approval must be submitted using the appropriate official WRAS Application form.
- 4.2. Applications for WRAS Material Approval for non-metallic materials must be supported by test certificates to BS 6920, instructions and data safety sheets where required.
- 4.3. All applications for a WRAS Product Approval must be supported by schematic diagrams, technical drawings, photographs of product and markings, and installation manuals where appropriate. These must illustrate the arrangement of the product, clearly showing the water supply connections, discharge points (including overflows and waste discharges) and the water pathway through the product.
- 4.4. Product Approval applicants must provide a schedule of materials. All component parts of a product (including solder, thread sealant tape, lubricant and grease) which come into contact with wholesome water must be listed.
- 4.5. The Application Form must include details of any Agents appointed by the Applicant detailing the scope of the Agent's authority. The Applicant takes responsibility for all acts of their Agent in connection with the Application / Approval and indemnifies WRAS for any losses incurred as a result of any breach of these T&Cs by the Applicant or its Agent(s).
- 4.6. Applications are valid for a period of 12 months from the date of which they are verified by the applicant, after which time confirmation will be required that the information provided is up-to-date.
- 4.7. WRAS reserves the right to reject an application if it has reasonable grounds to believe the terms and conditions and other scheme requirements will not be met.

## 5. Application Fees

- 5.1. WRAS charges an administration fee ("WRAS Fee") for processing an Application. Details of the WRAS Fee are available from WRAS website and can be confirmed on request. Where applicants are using a Recognised Test Laboratory to project manage their application, WRAS will collect this fee from the Recognised Test Laboratory. In such cases, this fee is usually included in the charges made by the Recognised Test Laboratory to the Applicant, but it is the Applicant's responsibility to confirm this and to ensure that the WRAS Fee is discharged in full.
- 5.2. The Applicant will commit to pay WRAS fees within 30 days of the invoice. This includes surveillance fees and any third-party payments e.g. bank charges and additional courier charges. WRAS shall apply an additional administration fee for processing third party payments. Approval may be suspended if payment is not received on time. New applications will not be processed until overdue debts are paid.
- 5.3. The Applicant accepts responsibility for any import duties for samples supplied.

## 6. Termination

- 6.1. Either party may close an application at any time upon giving the other party written notice.
- 6.2. In the event that an applicant withdraws an application they shall pay to WRAS all sums due or committed up to the date of withdrawal.
- 6.3. Termination of this agreement shall not affect the rights and liabilities of either party accrued prior to termination.

### 7. Intellectual Property and Ownership of documents

- 7.1. All intellectual property owned by either party or any third independent party shall remain exclusively the property of the owner.
- 7.2. The Applicant grants to WRAS a perpetual, world-wide, non-exclusive, royalty-free licence to use any materials supplied by or on behalf of the Applicant for the purpose of administering the Scheme and exercising WRAS's rights and performing WRAS's obligations under this agreement. This licence includes the right to copy and modify the licenced materials, and to grant sub licences.
- 7.3. Subject to any confidential information or other intellectual property belonging to the Applicant, all application forms are the property of WRAS.

# 8. Confidentiality

- 8.1. Subject to the remaining terms of this clause 8, both WRAS and the Applicant undertake not to divulge to any third party, any information which was designated as confidential by the other party at the time it was made available ("Confidential Information"), without prior written consent of that other party.
- 8.2. WRAS may make information relating to granted and expired Approvals available to the Water Companies. This includes information which is, or was, published in the public directory and photographs that could help to identify a product. This includes the dates any modifications, suspensions or withdrawals were implemented.
- 8.3. WRAS may publish in the Directory any information that these T&Cs, the Scheme Requirements, or any of the other Scheme documents state will be published in the Directory. Any information that is published in the Directory shall be treated as being in the public domain even after the expiry, suspension or withdrawal of an Approval.
- 8.4. It is acknowledged and agreed that WRAS shall be entitled to retain all information provided by an Applicant for the entire duration of the Approval Period (including any renewal period granted by WRAS) and for up to seven years following the expiry of any granted Approvals. This includes, but is not limited to, test results and analyses of Confidential Information, provided that the Confidential Information is kept secure at all times.
- 8.5. Nothing in this agreement shall prevent a party from disclosing or otherwise using information if (i) the information is in, or enters, the public domain other than as a result of a breach of this agreement, (ii) the information was known to that party prior to receiving it from the other party, (iii) the information is received from a third party not subject to a duty of confidentiality, or (iv) such disclosure or use of the information is required by any rule of law or the order or direction of a court or regulatory body of competent jurisdiction, or (v) such disclosure is permitted by any other term of this agreement.

#### 9. Performance Testing

9.1. WRAS will only accept Applications which include test reports from a Recognised Test Laboratory which cover in full, the Scheme's acceptance criteria.

- 9.2. Products must be tested in accordance with the requirements identified in the Test Code Sheet (TCS) matrix published on the WRAS website, against appropriate standards or in accordance with relevant harmonised standards and additional scheme requirements as notified by WRAS.
- 9.3. Where a product is an assembly of components, all individual constituent components must satisfy the requirements applicable to that component and unless already WRAS Approved will require testing.
- 9.4. In the case of non-standard products clarification of the testing required should be sought from WRAS in advance.
- 9.5. The scope of an Approval is restricted to those conditions applied during testing. Applications should include all scenarios and variations the applicant wishes to be covered in the Approval.
- 9.6. Mechanical testing of products must have been completed no more than two years before the report is presented for Approval.
- 9.7. WRAS shall exercise reasonable skill and care in applying its policies for the recognition of test laboratories, as set out in the Requirements Documents. WRAS shall require every Recognised Test Laboratory to enter into a contract with WRAS requiring the laboratory to comply with the Requirements Documents.

## 10. Test Samples

10.1. A sample on which a WRAS Approval is to be based should have been manufactured no more than 12 months before the date of its receipt by the Recognised Test Laboratory.

#### 11. Markings

<sup>11.1.</sup> It is a condition of WRAS Product Approval that all products be adequately and consistently marked to facilitate identification.

#### 12. Testing Failure

- 12.1. Should a product undergoing mechanical performance testing fail to satisfy the requirements of an individual test then a record of the failure will be reported to WRAS by the Recognised Test Laboratory. Complete retesting of a new sample will be required unless WRAS accepts that replacement of the failed component or product would not affect the performance of the other tests already carried out on the sample that failed.
- 12.2. Should a replacement sample subsequently fail the same test then it is deemed to be an outright failure and will be reported as such to WRAS by the Recognised Test Laboratory. If the replacement fails a different test it is considered to be a first failure and treated as a failure during testing.

#### 13. Modified replacement samples

- 13.1. If a product fails to satisfy the requirements of an individual test and is then modified, the Applicant must provide a declaration detailing the nature and full extent of all modifications. In such cases the status of any earlier testing should be clarified with WRAS.
- 13.2. Where a modified product is re-tested it is only deemed to be an outright failure if two failures are recorded for the same test.

#### 14. Failure of samples representing a product range

14.1. Failure of one sample from amongst a number of samples representing a product range will be treated as a first failure of that particular model/size. In this circumstance the same variant should be retested. An outright failure would only occur if the replacement example failed the same test.

#### 15. Failure of early audits

15.1. The failure of a product submitted for early audit will at the discretion of WRAS render the current Approval null and void and will result in the Approval being removed from the Directory.

# 16. Certificates

- <sup>16.1.</sup> WRAS will normally issue a certificate within two weeks of a product gaining Approval.
- 16.2. Approval Holders must not use old versions of any WRAS certificate or modify any WRAS certificate. Any certificate provided by an Approval Holder to a third party must be current and in the full and complete form as issued by WRAS, including any IRNs and conditions attached.
- <sup>16.3.</sup> A certificate issued by WRAS shall remain the property of WRAS at all times.

#### 17. Directory entries

- 17.1. Duplicate Directory entries for Products are not permitted.
- 17.2. All recently approved WRAS listings will normally be added to the Directory within two weeks of them gaining Approval.
- 17.3. All expired Approvals will be removed from the Directory following their expiry dates.

## 18. Alterations and additions to an existing approval

- 18.1. All requests for alterations or addition to a current Approval should be made directly to WRAS.
- <sup>18.2.</sup> There are no restrictions on the number of revisions that can be made to an Approval during its lifetime provided that the conditions of the Scheme are complied with.
- 18.3. An application fee for alterations and additions to existing approvals will be applied regardless of outcome.
- 18.4. Additions to an existing Approval without the need for additional testing of the Product will only be permitted if the Scheme's sampling acceptance criteria are satisfied.

#### 19. Secondary Approvals

19.1. Applicants for Secondary Approvals do not need to be the Primary Approval holder. In all circumstances the Applicant must obtain the written consent of the Primary Approval holder before submitting an application for a Secondary Approval.

19.2. Any changes made to a Primary Approval (including the withdrawal of that Approval) shall automatically apply to any Secondary Approval based on that Primary Approval. WRAS shall notify the Secondary Approval holder of the change, but shall not be obliged to disclose the reasons for the change.

#### 20. Registered Certification Marks

- 20.1. The "WRAS Approved Product" and "WRAS Approved Material" logos are certification marks registered under the Trade Marks Acts 1994 ("Certification Marks"). Approval Holders shall be entitled to use the Certification Marks upon the licence terms set out in this clause 20 ("Licence Terms"). The Brand Guidelines can be found on the WRAS Website.
- 20.2. The Approval Holder acknowledges that WRAS is the owner of the Certification Marks and the Approval Holder shall not do anything which may be taken to indicate the Approval Holder has any right or interest in the Certification Marks other than as set out in these T&Cs.
- 20.3. Prior to an Approval being granted Applicants shall not use the Certification Marks or the WRAS name or logo in any publication or suggest or imply any endorsement of a particular product or range of products by the Scheme either verbally, in writing or by any other means.
- 20.4. Approval Holders may use the Certification Marks only in respect of those Approved Products listed in the Approval Letter and only for the duration of the Approval Period applicable to those Approved Products. Where Approval has lapsed or is withdrawn, the Approval Holder must immediately stop using the Certification Marks in relation to the relevant Product.
- <sup>20.5.</sup> Subject to the rest of these Licence Terms, Approval Holder may use the Certification Marks on the packaging, promotional literature and point of sale advertising for the relevant Approved Products.
- 20.6. If the Approval Holder's right to use the Certification Marks in relation to a Product ends then the Approval Holder must remove the Certification Mark from or destroy the packaging, promotional literature, point of sale advertising and any other materials relating to that Product. The Approval Holder shall ensure that its Factors also comply with this clause 20.6.
- <sup>20.7.</sup> Where a Certification Mark is used, it must be replicated without adaptation or alteration, save that reproducing the logo in black and white as opposed to colour is permissible.
- 20.8. The Certification Marks may only be used in connection with a product range where each individual product and/or material and/or component within that product range has been granted individual WRAS Approval.
- 20.9. The Approval Holder shall inform its Factors and agents that any Modification or other alteration to the Approved Product may invalidate the Approval and shall inform WRAS of any Modification or other alteration as soon as this comes to the Approval Holder's attention.
- <sup>20.10.</sup> The Approval Holder shall not sub-licence, assign, transfer or otherwise deal with the Certification Marks other than on these Licence Terms.
- <sup>20.11.</sup> The Approval Holder shall adhere to the terms of all brand guidelines issued by WRAS from time to time. Failure to comply with all brand guidelines will immediately invalidate a previously granted Approval.
- <sup>20.12.</sup> The Approval Holder at all times remains responsible for the correct use of the Certification Marks by its Factors.

# 21. Complaint Management

21.1. The Approval Holder shall be required to keep a record of all the complaints made known to it in respect of an Approved Product during the validity of the Approval, and retain such record for ten years from the end of that period. The Approval Holder shall provide WRAS with a copy of the record referred to in clause 21.1 upon WRAS's request at any time during the period the Approval Holder is required to keep and retain that record.

#### 22. WRAS Approval Schemes Sanctions

- 22.1. WRAS reserves the right to suspend, amend or withdraw an Approval or to amend or remove details of it from the WRAS Product and Materials Directory in the following circumstances:
  - where there has been a breach by the Applicant / Approval Holder of any of its obligations detailed in the Scheme Requirements or any other provision of these T&Cs;
  - where WRAS considers this necessary as result of a change in any relevant law, regulation, specification, standard or any other requirement which affects the issue of WRAS Approvals.
  - where WRAS is no-longer satisfied that the relevant Product or material complies with Regulation 4(1)(a), Schedule 2 paragraph 2 of the Regulations or the Scheme Requirements.
- 22.2. WRAS reserves the right to notify the Water Companies of suspensions, amendments and withdrawals.
- 22.3. At its sole discretion, WRAS may publish details of the withdrawal, amendment or suspension of an Approval.

#### 23. Limitation of Liability

- <sup>23.1.</sup> Nothing in this agreement shall limit or exclude WRAS's liability for:
  - death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - ii fraud or fraudulent misrepresentation; or
  - iii any other liability that cannot be so limited or excluded under law.
- <sup>23.2.</sup> WRAS shall not be liable to the Applicant or Approval Holder, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
  - loss of profits or revenue;
  - ii loss of sales or business;
  - iii loss of opportunity or contracts;
  - iv loss of or damage to goodwill or reputation; or
  - v indirect or consequential loss;

(in each case) arising under or in connection with this agreement or any Application, suspension, amendments or withdrawal of Approval.

- <sup>23.3.</sup> WRAS shall have no liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of or in connection with the acts or omissions of any Recognised Test Laboratory, except to the extent that such liability arises from WRAS's failure to perform its obligations under clause 9.7 in relation to that laboratory.
- 23.4. WRAS shall not be liable for any delays in processing Applications which are beyond its control, including those which are attributable to test laboratories or arise from an applicant's failure to respond to WRAS's queries, provide requested information or failure to satisfy the Scheme's acceptance criteria.
- 23.5. WRAS's total liability to the Applicant / Approval Holder whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement or any Application, suspension, amendments or withdrawal of Approval shall not exceed £1,000,000.
- 23.6. The limit of liability set out in clause 23.5 is based on the limits of the relevant insurance policies that WRAS has obtained. The Applicant / Approval Holder acknowledges that this is a commercially reasonable limit. WRAS may agree a higher limit, subject to being able to obtain appropriate insurance cover up to that higher limit and subject to the Applicant / Approval Holder agreeing to pay any additional costs that WRAS incurs in obtaining that insurance. Any such agreement concerning a higher limit of liability shall be effective only if made in writing signed by WRAS and the Applicant / Approval Holder.
- 23.7. WRAS shall exercise reasonable skill and care in performing its obligations under the agreement. Except as set out in these T&Cs, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

#### 24. Complaints

- 24.1. WRAS has a complaints process for the resolution of disputes regarding decisions that WRAS makes on the following matters:
  - Refusal to grant an Approval,
  - ii Suspension or withdrawal of an Approval
  - iii Conditions attached to an Approval,
  - iv Other aspects of the WRAS Approval Scheme,
- 24.2. If the Applicant / Approval Holder disputes a decision that is subject to the complaints process the Applicant / Approval holder agrees to refer the dispute to the complaints process. The Applicant / Approval holder shall not seek any other remedy (including commencing any court proceedings) until the Applicant / Approval holder has exhausted the complaints process.
- <sup>24.3.</sup> To refer a dispute to the complaints, process the Applicant / Approval Holder shall notify the WRAS Approvals Manager in writing setting out why the Applicant / Approval Holder disputes the relevant decision.
- <sup>24.4.</sup> Where a dispute is referred to the complaints process WRAS and the Applicant / Approval Holder shall comply with the following process:
  - Stage 1: The WRAS Approvals Manager will review the complaint and take such action as he or she considers appropriate to resolve the complaint.
  - Stage 2: Where the Applicant / Approval Holder is not satisfied with the outcome of Stage 1, the Applicants/Approval Holders shall write to the Managing Director of WRAS setting out details of the complaint and why the Applicant / Approval Holder is not satisfied with the outcome of Stage 1. The Managing Director shall review the complaint and take such action as he or she considers appropriate to resolve it.

Stage 3: If an Applicant/Approval Holder is dissatisfied with the way a complaint has been dealt with by the Managing Director, the Applicant/Approval Holder shall request a review by the WRAS Chairman. The Chairman may appoint a panel with relevant experience to investigate the complaint and make a recommendation. The WRAS Chairman shall take such action as he or she considers appropriate to resolve the complaint.

Each stage of the complaints process shall be complete when the WRAS decision-maker responsible for that stage provides a written notice to the Applicant / Approval Holder setting out the action he or she considers appropriate to resolve the complaint and confirming that stage of the complaints process has been completed.

# 25. Impartiality

<sup>25.1.</sup> WRAS shall ensure that it and its staff comply with its Impartiality Policy (WRAS.Admin-103) in relation to each Application and Approval.

# 26. Revisions to the Scheme documents

- <sup>26.1.</sup> WRAS may amend these T&Cs and the Scheme Requirements from time to time. Such amendments shall take effect between WRAS and the Approval Holder when the Approval Holder completes the annual Approval self-declaration process referred to in the Scheme Requirements, except where clause 26.2 applies.
- 26.2. If WRAS amends these T&Cs or the Scheme Requirements in order to reflect changes in applicable law or regulation or ISO/EN 17065 then such amendment shall take effect on the date that WRAS gives the Applicant / Approval Holder written notice or publishes the amended document at www.wras.co.uk (whichever is sooner).

#### 27. General

- 27.1. Any decision, requirement or notification under these T&Cs shall be given by in writing (which shall include email) by or on behalf of the party giving it.
- 27.2. WRAS will not be liable or responsible for any failure to perform, or delay in performance of any of its obligations to Applicants or Approval Holders that is caused by an Event Outside Our Control.
- <sup>27.3.</sup> These T&Cs and any disputes or claims arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

#### 28 Savorance

- <sup>28.1</sup>. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the agreement.
- <sup>28.2.</sup> If any provision or part-provision of this agreement is deemed deleted under clause 28.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 29. Entire Agreement

<sup>29.1.</sup> This agreement constitutes the entire agreement between WRAS and the Applicant / Approval Holder and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

<sup>29.2.</sup> The Applicant / Approval Holder agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. The Applicant / Approval Holder agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### 30. Waiver

30.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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