

Robust Details Limited

# TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF ROBUST DETAIL TYPE SPECIFICATIONS

<b>Previous version</b>	<b>Next version</b>	<b>Reason for change</b>	<b>Description of main change(s)</b>
N/A	1	New edition	New section 13 on installation training for the control of Developer contact details provided by RDL for installation training purposes only in relation to RD types that RDL designates for installation training.
1	2	Correction of error in (C) Introduction and Scope	Removed reference to "and/or" Residential.
2	3	Introduction of RD scheme in Scotland and Northern Ireland	Amended to be applicable in Scotland and Northern Ireland.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

**INTRODUCTION AND SCOPE**

- A. The purpose of the Agreement is to enable RDL to Assess and, subject to successful Assessment, approve and issue new Type-specifications (including amendments to existing Type-specifications) pursuant to the RDL product certification Scheme. Such amendments may include, for example, new flanking conditions, specification enhancements and/or alternative components.
- B. If RDL approves a Type-specification, it will, subject to any external approvals (e.g. STAS for RD types for use in Scotland) publish and make it available for use in new, attached Dwellings in England, Wales, Scotland and Northern Ireland as a means of demonstrating compliance with the relevant Building Regulations.
- C. This Agreement sets out the terms and conditions associated with the assessment, approval, maintenance and withdrawal of Type-specifications which are intended for use in the construction of new, attached Dwellings. RDL does not approve Type Specifications for use in existing buildings or in extensions to existing buildings.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Except where the context otherwise requires, the following words used in the Agreement have the following respective definitions:

<b>Agreement</b>	the Form and the Terms and Conditions (and, in the event of any inconsistency between the two, the latter shall prevail);
<b>Application</b>	an application in accordance with the Agreement for RDL to Assess or amend a Type-specification;
<b>Assessment</b>	any part of the process in which RDL conducts an assessment, evaluation and/or review of an Application including Test data, information and/or drawings, and " <b>Assess</b> " shall be construed accordingly;

<b>Building Regulations</b>	<p>the Building Regulations applicable in the location where the RD Type Specification is to be built:</p> <ul style="list-style-type: none"><li>• Building Regulations 2010 (SI 2010 No 2214) (in England and Wales)</li><li>• Building (Scotland) Regulations 2004 as amended by the Building (Scotland) Amendment Regulations 2010 (in Scotland)</li><li>• Building Regulations (Northern Ireland) 2012 (in Northern Ireland);</li></ul>
<b>Business Day</b>	<p>any day other than: a Saturday or a Sunday or a public holiday; in England</p>
<b>Developer</b>	<p>(in respect of the work proposed in any submission made under the Building Regulations that relates to an application for a plot registration pursuant to the RDL scheme) (a) the person who is responsible for carrying out the said work or (b) (where the said work has been authorised to be carried out) the person who is responsible for the said authorisation, even if that person has engaged a third party to file the said application on his behalf;</p>

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

<b>Dwelling</b>	means a unit of residential accommodation occupied (whether or not as a sole or main residence)–  (a) by an individual or by individuals living together as a family;  or (in Scotland only)  (b) by not more than six individuals living together as a single household (including a household where care is provided for residents)
<b>Force Majeure</b>	defined in Clause 16.6;
<b>Form</b>	RDL's Form A1 entitled "Application Form for Candidate Robust Detail (CRD)" and referenced RD010, in a form attached at Annex A to this Agreement and as amended from time to time which is to be completed and signed by or on behalf of the Proposer;
<b>Guide to Assessment</b>	RDL's guidelines entitled <i>Applicant Guide to Assessment and Approval of new Robust Details</i> and referenced RD007 as amended and published from time to time;
<b>Information</b>	defined in Clause 8.1.1;

<b>Intellectual Property</b>	all intellectual property rights of whatever nature throughout the world (including patents, patentable rights, copyright, moral rights, performers' rights, get-up, design rights, utility models, rights in domain names, trademarks (whether or not any of the above are registered), trade names, rights in inventions, rights in data, database rights, rights in know-how and confidential information and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent and including all renewals, extensions, revivals and all accrued rights of action));
<b>Part E Robust Details Handbook</b>	the Type-specifications (and associated technical information) available for use in England, Wales and Northern Ireland;
<b>Proposer</b>	the person by whom or on whose behalf the Application is submitted and who is named as the "Proposer" on the Form;
<b>Proprietary</b>	a design that cannot be specified without reference to one or more named and branded systems or products;

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

<b>RDL</b>	Robust Details Limited, a private company limited by guarantee incorporated in England and Wales under company number 04980223 and the address of whose registered office is Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire MK5 8NB, United Kingdom;
<b>Relevant Sections of the Building Regulations</b>	Requirement E1 of Schedule 1 (England and Wales); Schedule 5 of Section 5.1 (Scotland) and Regulation 49 of Part G (Northern Ireland);
<b>Robust Detail</b>	defined in the Schedule;
<b>Section 5 Robust Details Handbook</b>	the Type-specifications (and associated technical information) available for use in Scotland;
<b>Stage B</b>	the second stage of RDL's assessment and approval process in which all required test results and other details are required to be submitted by the Proposer and assessed by RDL's Standards Committee; and a final decision made to approve or otherwise the Application;
<b>STAS</b>	the Scottish Type Approval Scheme;
<b>Terms and Conditions</b>	these written terms and conditions;
<b>Test</b>	an acoustic test of a separating wall or floor structure built on an actual building site which is subject to the normal building control process and built in accordance with the design submitted in the Application, and " <b>Testing</b> " shall be construed accordingly;

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

<b>Test and Performance Requirements</b>	RDL's published guidelines entitled <i>Test and Performance Requirements</i> and referenced RD009;
<b>Test Structure</b>	a structure that has been built in compliance with the design submitted in the Application;
<b>Training</b>	training on the correct installation of a Robust Detail;
<b>Type-specification</b>	a specification approved and published by RDL of a wall or floor (including its junctions with other parts of the building) which separates attached Dwellings and which details the design of a specific Robust Detail type (e.g. EWM1 is the name of a specification for one type of Robust Detail masonry cavity separating wall); and
<b>Website</b>	RDL's website whose address is <a href="http://www.robustdetails.com">www.robustdetails.com</a>

- 1.2 In the Agreement (except where the context otherwise requires):-
  - 1.2.1 the headings of Clauses and of the Schedule are included for convenience only and shall not affect the interpretation of the Agreement;
  - 1.2.2 the Schedule and Annexes are integral parts of the Agreement, and any reference to the Agreement includes the Schedule and Annexes;
  - 1.2.3 a "**party**" means either party to the Agreement and includes (and the Agreement shall be binding on and inure to the benefit of) its permitted assignees (if any) and/or the successors in title to substantially the whole of its undertaking, and "**parties**" shall be construed accordingly;
  - 1.2.4 words denoting the singular shall include the plural and vice versa; references to a gender shall include all other genders; and references to the word "**include**" or "**including**" are to be construed without limitation;

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

- 1.2.5 any reference to a statute, statutory provision or subordinate legislation ("**Legislation**") shall (except where the context otherwise requires) be construed as referring to such Legislation as amended and in force from time to time and to any Legislation which enacts or consolidates (with or without modification) any such Legislation;
- 1.2.6 any reference to any document (including the Agreement and the Website) is a reference to that document as amended, varied, supplemented, or notated (in each case, other than in breach of the Agreement) at any time;
- 1.2.7 "**loss**" includes destruction; "**month**" means calendar month unless otherwise defined; and "**personal injury**" includes sickness and death;
- 1.2.8 references to "**persons**" shall include individuals, bodies corporate, unincorporated associations, firms, partnerships, trusts, governments, states or agencies of any state or any other legal or commercial entity or undertaking, in each case whether or not having a separate legal personality and irrespective of the jurisdiction in or the law under which it was incorporated or exists;
- 1.2.9 the words "**process**", "**personal data**" and "**sensitive personal data**" shall have the respective meanings given in the Data Protection Act 1998;
- 1.2.10 any undertaking by the Proposer not to do any act or thing shall be deemed to include an undertaking not to cause, enable, assist, authorise, permit or attempt the doing of that act or thing or to purport to do that act or thing.

## 2. ELIGIBILITY

Any Proposer who is able and willing to fulfil its obligations under the Agreement is entitled to submit an Application. However, in the case of an Application to amend an existing Proprietary Type-specification, RDL only agrees to Assess it if the Proposer (a) is the original proposer or its assignee or successor-in-title or (b) obtains and serves on RDL the written approval of the original proposer in advance.

## 3. APPLICATIONS

- 3.1 By making an Application, the Proposer agrees to comply with the Agreement, to meet RDL's Test and Performance Requirements and to follow the process specified in the Guide to Assessment. If the Proposer does not so agree or if the Proposer fails to comply with any of its obligations under the Agreement at any time, RDL may (without prejudice to any of its other rights and remedies):
- 3.1.1 cease or suspend its Assessment of the Application and, if applicable, decide at its sole discretion whether or not to refund all, part or none of any fees paid by the Proposer to RDL in respect of the said Application; or
- 3.1.2 (if the Application has been approved) withdraw the Type-specification previously approved and published pursuant to Clause 11.
- 3.2 The Proposer will promptly notify RDL of any subsequent change to the Application details (e.g. changes to the design specification, change of contact details).



RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

**4. TESTING AND ASSESSMENTS**

- 4.1 The Proposer will, at its own cost and expense, commission the Tests required by the Test and Performance Requirements on Test Structures selected by it.
- 4.2 In respect of Stage B of the Application the Proposer will notify to RDL details of the location of the said Test Structures in advance and facilitate access for RDL (or third parties engaged by RDL) to inspect them or observe Testing if RDL wishes (as stated in the Test and Performance Requirements).
- 4.3 Once a Test Structure has been selected by the Proposer and constructed in accordance with the typical building process, the Proposer will not by any act or omission (including any pre-Testing or remedial work) directly or indirectly influence its performance under Testing. Without prejudice to RDL's rights and remedies hereunder, the Proposer acknowledges that any attempt by it to overstate the performance of a Type-specification may result in it not performing as expected in the service.
- 4.4 The Proposer will promptly submit to RDL the results of all of the Tests that it has commissioned for the purposes of the Application. For the avoidance of doubt, and without prejudice to the generality of the foregoing, the Proposer will not select any said result, or category of any said results, in order to influence the approval of the Application.
- 4.5 RDL may engage third parties to perform some Assessment activities under RDL's direction and supervision but will always make the final Assessment decision itself.

**5. APPROVAL AND MONITORING OF TYPE-SPECIFICATIONS**

- 5.1 Following a successful Assessment and approval of an Application, RDL will publish the new or revised Type-specification and make it available for use as a means of satisfying the Relevant Sections of the Building Regulations.
- 5.2 While any particular Type-specification remains in service, RDL will monitor its performance by inspecting and testing samples of the corresponding 'as built' Robust Detail type in the market.

**6. CHANGES TO PROPRIETARY PRODUCTS**

- 6.1 The Proposer will seek RDL's written approval for any proposed change to any Proprietary products incorporated in the Application that could affect acoustic performance and/or function. The Proposer agrees to do so prior to the change taking effect and regardless of whether the change occurs during the course of RDL's processing of the Proposer's Application or afterwards when the Type-specification is published and in service.
- 6.2 Depending on the nature of any such change, RDL may request acoustic Test data or other evidence to assist in its Assessment of whether it can maintain the Type-specification, in which case the Proposer will promptly provide the same to RDL at the Proposer's own cost and expense. RDL may amend, suspend or withdraw the Type-specification if the Proposer fails to obtain RDL's approval for any such change.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

**7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 As between the parties, RDL owns all property rights (including Intellectual Property rights) throughout the world in all information, documents, reports, plans, drawings, works and materials which may be discovered or produced during or incidental to the performance of any service provided hereunder by RDL, alone or jointly.
- 7.2 As between the parties, the Proposer owns all property rights (including Intellectual Property rights) throughout the world in all information, documents, reports, plans, drawings, works and materials provided by the Proposer in connection with the Proposer's Application. However, the Proposer unconditionally agrees to make any of the aforesaid available for RDL's use on a royalty-free basis where requested by RDL for the performance of RDL's service and for the full duration of the Agreement.
- 7.3 The Proposer is not at any time, whether during or after the pendency of the Application or the term of the Agreement, permitted to use any of RDL's Intellectual Property (including the Robust Details trade mark or name) or any of RDL's documents in any publicity or promotional material (or otherwise) without RDL's prior written agreement.
- 7.4 The Proposer will not at any time, whether during or after the pendency of the Application or the term of this Agreement, make any misleading statement concerning RDL, RDL's scheme, RDL's Intellectual Property, any anticipated, potential or actual approval by RDL of the Proposer's Application or products, or any RDL document that RDL has permitted the Proposer to use.

**8. CONFIDENTIAL INFORMATION**

- 8.1 Save as may be required by operation of law or the rules of any Stock Exchange or by any authority of competent jurisdiction, the Proposer:-
- 8.1.1 shall keep strictly confidential all confidential information received, obtained or learned from RDL before or during the term of the Agreement pursuant to or in preparation or contemplation of its performance of its obligations hereunder relating to RDL or any of its officers, directors, servants, agents, customers or suppliers or to the business of any of the foregoing persons, and whether or not expressly designated confidential and/or in tangible format ("**Information**");
- 8.1.2 shall not without the prior written consent of RDL use or permit or cause any Information to be used save for the direct purposes of the Agreement; and
- 8.1.3 shall not without the prior written consent of RDL disclose or permit or cause any Information to be disclosed to any person other than to those of its officers, directors, servants, agents or professional advisers (a) who need to be informed thereof to enable the Proposer to perform its obligations hereunder or to take advice thereon and (b) who have been informed of the Information's confidentiality and directed to keep it confidential and (c) who are under an enforceable obligation of confidentiality to the Proposer.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

- 8.2 The Proposer shall forthwith notify to RDL any actual, suspected or threatened use or disclosure of RDL's Information in contravention of this Clause 9 of which it becomes aware and shall unconditionally render such assistance to restrain such use as RDL may request.
- 8.3 The Proposer acknowledges and agrees that, in the event of a breach or threatened breach of this Clause 8, RDL may have no adequate remedy in money or damages and accordingly may be entitled to preliminary, permanent and/or other injunctive relief.
- 8.4 Notwithstanding the foregoing the Proposer will have no obligation in connection with specific Information to the extent, but only to the extent, that:-
- 8.4.1 it is in the public domain at the time it is received, obtained or learned by it;
- 8.4.2 it subsequently becomes part of the public domain through no wrongful act by it; or
- 8.4.3 it is received by the Proposer from a third party who is lawfully authorised to disclose the same without breach of the Agreement and/or of any obligation to the Proposer.
- 8.5 RDL reserves all rights in the Information, none of which are (for the avoidance of doubt) granted to the Proposer.
- 8.6 The provisions of this Clause 8 are additional and without prejudice to RDL's rights in law and equity.

**9. DATA PROTECTION**

- 9.1 The Proposer consents to RDL processing all personal data (including sensitive personal data) that it collects from the Proposer pursuant to the Application in accordance with RDL's Privacy Policy available on the Website.

**10. FEES AND CHARGES**

- 10.1 The Proposer undertakes to pay the fees applicable at the time of the Application and as published on the Website. The said fees are non-refundable in the event of the suspension or withdrawal of a Type-Specification or the termination of the Agreement.
- 10.2 Without prejudice to any other right or remedy that it may have, if the Proposer fails to pay any sum due to RDL hereunder on the due date, RDL may:
- 10.2.1 charge interest on such sum from the due date for payment at the annual rate of one per cent above the Bank of England base lending rate from time to time, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment, and RDL may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 10.2.2 suspend all or any services hereunder until payment has been made in full.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

10.3 All sums payable to RDL under the Agreement shall become due immediately on its termination, despite any other provision. This Clause 10.3 is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.

**11. SUSPENSION AND WITHDRAWAL**

11.1 Once approved and published, a Type-specification will remain valid until or unless RDL suspends or withdraws it. RDL may suspend or withdraw a Type-specification without liability to the Proposer for reasons including the following:

11.1.1 consistent failure to meet its target performance stated in RDL's Quality Manual;

11.1.2 the circumstances referred to in Clause 6.2;

11.1.3 continued validity of the Type-specification being precluded or rendered redundant by Force Majeure;

11.1.4 insufficient availability of the necessary materials and components;

11.1.5 any other situation where, in RDL's sole judgement, continuing approval would or might bring the RDL scheme and/or its approval activities into disrepute.

11.2 During the period of any Suspension of a Type-Specification, or following the date of its withdrawal, the Proposer will not by any act or omission represent that the Type-Specification is valid and approved by RDL.

**12. CANCELLATION OF THE APPLICATION**

12.1 The Proposer may cancel the Application at any time by notifying RDL. If the Proposer cancels the Application, RDL will review any fees paid by the Proposer to RDL and the value of any work that RDL has carried out to date and decide at RDL's sole discretion whether to refund all, part or none of the fees paid. Subject to RDL's rights of set-off, which are expressly reserved, RDL will give a full refund of any instalment fee that the Proposer has paid provided that RDL has not started work on the relevant instalment.

12.2 If the Proposer cancels its Application, it will promptly remove any published information within its control which is capable of being interpreted in such a way that could misrepresent the true position in relation to the Application.

**13. TRAINING**

13.1 In the event that the published Type-specification is so designated by RDL in the Part E Robust Details Handbook or the Section 5 Robust Details Handbook or otherwise, RDL will or may forward to the Proposer the contact details of any Developer whose application to RDL for a plot registration pursuant to the RDL Scheme includes the said Type-specification in order to provide the Proposer with the opportunity, at its discretion, of offering Training to the Developer on such terms (if any) as may be agreed between the Proposer and the Developer.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

- 13.2 The Proposer undertakes not to use such contact details (or, without prejudice to the generality of the foregoing, to process any personal data or sensitive personal data contained therein) for any purpose other than to offer Training to the Developer, and (save as otherwise required by applicable law) not to disclose the said contact details to any third party without the prior written consent of the Developer.
- 13.3 The Proposer acknowledges that, whilst it is not obliged hereunder to offer any Training to the Developer and that it is not a condition of the continued validity of the said Type-specification that any such Training is offered, consistent under-performance of the Type-specification due to the absence of adequate Training may result in its suspension or withdrawal pursuant to Clause 11.

**14. COMPLAINTS, DISPUTES AND APPEALS**

- 14.1 RDL maintains a complaints, disputes and appeal procedure (details of which are published on the Website) which is available to the Proposer for use in the event that the Proposer is not satisfied with any aspect of RDL's service.
- 14.2 If the Proposer receives a complaint in relation to any Type-specification that it originally proposed (including changes to existing Type-specifications), it will take prompt and appropriate action to investigate and resolve the complaint, record the details and inform RDL thereof. In the event that the Proposer decides to undertake a sound test as a result of the said complaint the Proposer will engage a measurement contractor who is:
- 14.2.1 accredited by the United Kingdom Accreditation Service (UKAS) with a scope of accreditation which includes pre-completion sound testing for Building Regulations, **or**
- 14.2.2 registered, for the purpose of carrying out pre-completion sound testing for Building Regulations, with the Association of Noise Consultants, **or**
- 14.2.3 accredited by or registered with another professional body whose relevant criteria are at least as high as those of the aforesaid bodies.

**15. LIMITATION OF LIABILITY**

- 15.1 This Clause 15 sets out the entire financial liability of RDL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Proposer in respect of the following:
- 15.1.1 any breach of the Agreement by RDL;
- 15.1.2 any use made by the Proposer of any service provided hereunder; and
- 15.1.3 any representation, statement or tortious (or in Scotland: 'delictual') act or omission (including negligence and breach of statutory duty) arising under or in connection with the Agreement.
- 15.2 Notwithstanding anything to the contrary herein, nothing in the Agreement limits or excludes the liability of RDL:-

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

- 15.2.1 for death or personal injury caused by RDL's negligence or that of its employees, agents or subcontractors as applicable; or
- 15.2.2 for any damage or liability incurred by the Proposer as a result of fraud or fraudulent misrepresentation by RDL.
- 15.3 Subject to Clause 15.2, all warranties, representations, guarantees, conditions and other terms, whether implied by legislation or common law are, to the fullest extent permitted by law, disclaimed and excluded by RDL from the Agreement, including (without prejudice to the generality of the foregoing) any implied warranty as to satisfactory quality or fitness for purpose.
- 15.4 Subject to Clause 15.2, the entire liability of RDL in respect of any claim against it by the Proposer arising under or in relation to this Agreement shall in no event exceed an amount equal to the aggregate of the fees paid by the Proposer to RDL pursuant to the Agreement in the 12 (twelve) months preceding the circumstance giving rise to the said claim, and RDL's liability shall be further limited to losses sustained as a direct result of the said circumstance.
- 15.5 Subject to Clause 15.2, RDL expressly excludes liability to the Proposer for any loss or damage (whether direct or indirect, and whether or not foreseeable) that is or can be characterised as a claim for (or arising from):
- 15.5.1 loss of revenue or profits;
- 15.5.2 loss of business opportunity or loss of contracts;
- 15.5.3 loss of goodwill or injury to reputation;
- 15.5.4 direct, indirect, consequential or special loss or damage; or
- 15.5.5 anticipated savings.
- 15.6 RDL shall have no liability to the Proposer hereunder to the extent that it is prevented from or delayed in performing any of its obligations hereunder by Force Majeure. For the purposes of the Agreement "**Force Majeure**" shall mean acts, events, omissions or accidents beyond the reasonable control of RDL, including strikes, lock-outs or other industrial disputes (whether involving the workforce of RDL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any legal requirement, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

**16. TERM AND TERMINATION**

- 16.1 The Agreement shall be effective on and as from the date (as stated on the Form) of the Application.
- 16.2 RDL may terminate the Agreement without liability to the Proposer by the service on the Proposer of no less than 1 (one) month's prior notice.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

16.3 Without prejudice to any other rights or remedies which it may have, RDL may terminate the Agreement without liability to the Proposer immediately on giving notice to it if the Proposer commits a material breach of any of its obligations, warranties or representations expressed or implied herein or (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of it being notified by RDL in writing of the breach and being required to remedy it.

16.4 The Agreement shall automatically terminate in the event that the published Type-specification is withdrawn by RDL.

**17. CONSEQUENCES OF TERMINATION**

17.1 With effect from and including the date of termination of the Agreement:

17.1.1 RDL shall cease to perform any service thereunder; and

17.1.2 the Proposer will discontinue the use of any advertising matter that contains any reference to RDL.

17.2 All unpaid fees charged by RDL hereunder shall become due and payable immediately on termination.

17.3 There shall survive the termination of the Agreement Clauses 1, 7, 8, 9, 10.2.1, 13.2, 15, 17, 18, 19, 20 and 22 and any other provision of it whose terms or context requires its survival.

**18. WARRANTY AND INDEMNITY**

18.1 The Proposer warrants and undertakes to RDL that:-

18.1.1 the Application shall be fully, properly and accurately completed, and the information that it contains shall be valid and correct; and

18.1.2 it will at all times (both during and after the term of the Agreement) fully and effectively indemnify RDL from and against any and all losses, damages, liabilities, penalties, fees, costs and expenses (including legal and other fees and disbursements and any damages or compensation paid to compromise any settlement or claim) which RDL may sustain or incur arising directly or indirectly from any actual or alleged breach by the Proposer or on the Proposer's behalf of any of the Proposer's obligations, warranties or representations herein, express or implied and or any act of negligence or default on the Proposer's part.

**19. ASSIGNMENT AND SUB-CONTRACTING**

19.1 RDL may assign, transfer, charge or sub-contract any of its rights or obligations under the Agreement to any person except for any right or obligation to decide on the outcome of the Application.

19.2 The Proposer shall not be entitled to assign, transfer, charge or sub-contract any of its rights or obligations under the Agreement without the prior written consent of RDL.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

**20. NOTICES**

- 20.1 All notices, orders, claims, demands or other forms of communication required or entitled to be given by either party under or in connection with the Agreement (together “**notices**”) shall:-
- 20.1.1 be given in writing in the English language;
- 20.1.2 be authenticated by signature or by such other method as agreed between the parties; and
- 20.1.3 be marked for the attention of the appropriate department or officer.
- 20.2 Notices shall be served by hand, pre-paid post, facsimile, or electronic mail (where such a means of communication has been agreed between the parties in writing for the purposes of the Agreement).
- 20.3 Notices shall be deemed to have been received:
- 20.3.1 if delivered by hand, on the day of delivery if it is a Business Day and otherwise on the 1st (first) Business Day immediately following the day of delivery;
- 20.3.2 if sent by pre-paid post, on the 5th (fifth) Business Day after the day of posting;
- 20.3.3 if sent by facsimile or other electronic means:
- 20.3.3.1 if transmitted between 0900 and 1700 hours on a Business Day, on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
- 20.3.3.2 if transmitted at any other time, at 0900 on the 1st (first) Business Day following the completion of receipt by the sender of verification of the transmission from the receiving instrument.
- 20.4 The addresses (including electronic addresses) of each party to which all notices shall be sent are those specified in the Agreement, or such other address as either party may by notice specify to the other for the purpose of this Clause.

**21. VARIATION**

- 21.1 Notwithstanding anything herein to the contrary, RDL shall be entitled (subject only to the service of notice thereof on the Proposer) to qualify any permission herein to the Proposer to use any Robust Detail as a result of any defective performance of the latter.
- 21.2 Subject only to Clause 21.1, and without prejudice to RDL's entitlement to amend a Type-specification in accordance with the Terms and Conditions, the Agreement may not be amended or modified in whole or in part at any time except by an agreement in writing executed in the same manner as the Agreement and signed by a duly authorised representative of each party.



**22. MISCELLANEOUS**

- 22.1 The Agreement constitutes the complete understanding of the Parties relating to its subject matter, and supersedes all prior agreements between them relating to that subject matter.
- 22.2 The Agreement shall be considered as a contract made in England, and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the law of England and Wales.
- 22.3 Subject only to Clause 14.1 the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

## THE SCHEDULE

### Robust Details

#### 1. Generic Robust Details

1.1 A generic Robust Detail is a separating wall or floor structure that has completed its Assessment successfully, and where the range of components used in the Test Structures were such that, in the judgment of RDL, the Test Structure could be specified without reference to any named or branded system or unique product of a specific manufacturer.

1.2 Generic Robust Details may incorporate an option to substitute one or more of the generic components for a Proprietary component which has been Assessed and approved by RDL for the purpose.

#### 2. Proprietary Robust Details

A Proprietary Robust Detail is a separating wall or floor structure that has completed its Assessment successfully, and where the range of components used in the Test Structures were such that, in the judgment of RDL, the Test Structure could not be specified without reference to one or more "named or branded systems or unique products" of a specific manufacturer.

RD029 TERMS AND CONDITIONS FOR ASSESSMENT AND APPROVAL OF  
ROBUST DETAIL TYPE SPECIFICATIONS

Date of effect: 20/06/2013

ANNEX A

Robust Details Limited	
RD010 CANDIDATE (CRD) APPLICATION FORM A1	Date of effect: 01/05/2013
<b>CANDIDATE (CRD) APPLICATION FORM A1</b>	
<u>Proposer Details</u>	
Name: _____	Company / Organisation: _____
Contact Address: _____	Legal Status (e.g. plc, LLP): _____
_____	Tel: _____
_____	Fax: _____
_____	Email: _____
<u>Construction Element:</u>	
• New separating wall	<input type="checkbox"/>
• New separating floor	<input type="checkbox"/>
<i>Or</i>	
• New flanking element for existing RD wall (Please indicate the RD wall reference): _____	
• New flanking element for existing RD floor (Please indicate the RD floor reference): _____	
<u>Structural Grouping:</u>	
• Masonry <input type="checkbox"/> Concrete <input type="checkbox"/> Timber <input type="checkbox"/> Steel <input type="checkbox"/> Other _____	
<u>Note:</u> All applications are assumed to be for generic RD's, if this is not the case please tick the box below and supply any supporting information to justify the need for it to be a proprietary RD. (Please see the applicant guide for more information.)	
	<b>Proprietary RD</b> <input type="checkbox"/>
<u>Please indicate enclosed items</u>	
• <b>Sound test reports</b> from site measurements.	<input type="checkbox"/>
• <b>Test Results Form (Form A2)</b> for each site measurement report.	<input type="checkbox"/>
• <b>Application Fee</b> (see web site for current fee), payment details overleaf.	<input type="checkbox"/>
• <b>Section Details</b> of construction elements of separating wall or floor tested with all appropriate dimensions and product names/types tested.	<input type="checkbox"/>
• <b>Drawings</b> showing flanking wall (external wall) details in contact with separating wall/floor and relevant lining finishes as tested.	<input type="checkbox"/>
Page 1 of 2	

