

Robust Details Limited

# TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS

<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	Makes clear that RDL contract is with Developer. New section on installation training allows RDL to pass Developer contact details onto supplier for installation training purposes in relation to RD types that RDL designates for installation training.
1	2	Correction of error in (B) 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.

## INTRODUCTION AND SCOPE

- A. The purpose of the Agreement is to enable RDL to permit the use of Robust Details for the purpose of satisfying the Relevant Sections of the Building Regulations in England, Wales, Scotland and Northern Ireland..
- B. The Agreement covers plot registrations relating to the construction of new, attached Dwellings in England, Wales, Scotland and Northern Ireland. RDL does not certify Dwellings within existing buildings or 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 Application Form and the Terms and Conditions (and, in the event of any inconsistency between the two, the latter shall prevail);
<b>Amendment/Cancellation Form</b>	the RDL Amendment/Cancellation Form (referenced RD121 attached at Annex A to this Agreement and as amended from time to time) or, for online transactions, the equivalent form on our Website;
<b>Application</b>	an application in accordance with the Agreement by or on behalf of the Developer for a Plot Registration by RDL;
<b>Application Form</b>	the RDL Plot Registration Application form (referenced RD110 attached at Annex B to this Agreement and as amended from time to time) or, for online transactions, the equivalent form on our Website as completed by the Developer;

<b>Authority</b>	the relevant building control body (the verifier in Scotland);
<b>Building Regulations</b>	the building regulations applicable in the location where RD registered Dwellings are to be built: <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>	any day other than: a Saturday or a Sunday or a public holiday; in England
<b>Compliance Certificate</b>	RDL's compliance certificate in a form attached at Annex C to this Agreement and as amended from time to time;
<b>Developer</b>	(in respect of the work proposed in any submission made under the Building Regulations that relates to the Application) (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 Application on his behalf;

<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 15.6;
<b>Information</b>	defined in Clause 21.1.1;
<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>Plot</b>	the plot upon which an individual Dwelling specified in the Application is to be built
<b>Plot Registration</b>	the registration granted by RDL pursuant to a successful Application
<b>Proposer</b>	the person by whom or on whose behalf the original application for an RD Type-specification was submitted;
<b>Purchase Statement</b>	RDL's purchase statement in a form attached at Annex D to this Agreement and as amended from time to time
<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>Terms and Conditions</b>	these written terms and conditions
<b>Training</b>	training on the correct installation at the Plot of a Robust Detail

**Type-specification** 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);

**Website** RDL's website whose address is [www.robustdetails.com](http://www.robustdetails.com)

- 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;
- 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; 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 Developer 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. APPLICATION**

- 2.1 The Developer shall make the Application by completing and signing the Application Form or causing the same to be completed and signed on its behalf.
- 2.2 By submitting an Application, the Developer agrees to comply with the Agreement.

## **3. REGISTRATION OF PLOT**

- 3.1 Following receipt of a completed Application Form and the prescribed fee RDL will review the same in accordance with its published evaluation criteria to check that the Developer has provided all necessary details and the correct fee, and that it has selected valid Robust Details in accordance with the Part E Robust Details Handbook (or the Section 5 Robust Details Handbook in Scotland whichever is applicable) and (in the case of Dwelling that are flats) valid wall and floor combinations.
- 3.2 If the said review is successful RDL will grant the Plot Registration, and will send to the Developer a Purchase Statement, a Compliance Certificate for each plot, a checklist of each registered Robust Detail, and a receipted invoice.

## **4. CANCELLATION OR AMENDMENT**

- 4.1 The Developer will notify RDL of any change that it proposes to make to its Plot Registration (e.g. type of Robust Detail to be used, change of Plot number, change of contact details, etc.) by submitting to RDL a completed Amendment/Cancellation Form together with the prescribed administration fee if applicable.
- 4.2 The Developer will notify the Authority of any change that it proposes to make to its Plot Registration.
- 4.3 The Developer acknowledges that all amendments to and cancellations of its Plot Registration are at its own risk and that it will consult the Authority to check for any implications before sending to RDL an Amendment/Cancellation Form.
- 4.4 The Developer will return to RDL the original registration documents or produce evidence that it has notified the Authority before RDL processes any application by the Developer for a cancellation or amendment to its Plot Registration.

## 5. REFUND POLICY

5.1 If the Developer requests the cancellation of the Plot Registration, RDL's policy with regard to the refund (if any) of fees that the Developer has previously paid to RDL is as follows:-

5.1.1 If construction work has started on the Plot: no refund is payable.

5.1.2 **If construction work has not started on the Plot:** for cancellations notified to RDL within 3 (three) months after the Plot Registration date, a full refund less an administration fee is payable on request. For cancellations notified to RDL more than 3 (three) months after the Plot Registration date, a 50% (fifty per centum) refund is payable on request. The Plot Registration date is the date shown on the Purchase Statement.

## 6. BUILDING CONTROL SUBMISSION

The Developer will submit the duplicate of its Purchase Statement as referred to in Clause 3.2 to the Authority, wherever possible, with its building control application but in any case it will do so before the start of work on the registered Plot. The Developer will promptly notify the Authority of any subsequent change to the details of its Plot Registration (e.g. type of Robust Detail to be used, change of Plot number, change of contact details, etc.).

## 7. DESIGN, TRAINING AND CONSTRUCTION

7.1 The Developer will design and construct the separating walls and floors strictly in accordance with the relevant parts of the Part E Robust Details Handbook (or the Section 5 Robust Details Handbook in Scotland whichever is applicable) in force from time to time and in accordance with the Building Regulations and other statutory requirements.

7.2 In respect of any Robust Detail covered by the Application that is so designated by RDL in the Part E Robust Details Handbook (or the Section 5 Robust Details Handbook in Scotland whichever is applicable) or otherwise, the Developer acknowledges that RDL will or may forward the Developer's contact details and details of the Plot and the said Robust Detail to the Proposer in order to provide the Proposer with the opportunity, at its discretion, of offering Training to the Developer on terms (if any) to be agreed between the Proposer and the Developer.

7.3 On completion of each Plot the Developer will complete the checklist referred to in Clause 3.2, sign and date the Compliance Certificate and make them available to the Authority upon its request.



## **8. PERFORMANCE MONITORING**

- 8.1 The Developer acknowledges that the purpose of RDL's performance monitoring (sample inspection and testing) is to enable RDL to evaluate whether built Robust Details are achieving the performance standards required by the Relevant Sections of the Building Regulations, and that it is not for Building Regulation enforcement purposes. However, in the event that (a) RDL identifies during inspection a deviation from the relevant Robust Detail specification(s) that could adversely affect acoustic performance and/or represent a risk to compliance and/or (b) a separating wall or floor structure which was intended to be a Robust Detail and is listed on the relevant Purchase Statement, when tested, fails to meet the minimum performance standards required by the Relevant Sections of the Building Regulations, RDL will notify the Developer and the Authority. The Developer may then need to agree any necessary steps with the Authority in order to ensure compliance with the Relevant Sections of the Building Regulations.
- 8.2 The Developer agrees to RDL (or RDL's nominated agent) undertaking sample sound testing and/or visual inspections of separating walls and floors on the Plot registered with RDL. The Developer agrees to provide RDL promptly with adequate information relating to progress on site to enable RDL to identify suitable plots for sample sound testing and/or visual inspections of separating floors and to arrange and undertake the sample sound testing and/or visual inspections of separating walls and floors. On request, once a suitable plot has been identified, the Developer will cease work in order to provide a suitable environment to allow sound testing and the Developer accepts the liability, time and cost implications, if any, of the sample sound testing and/or visual inspections.

## **9. INTELLECTUAL PROPERTY**

- 9.1 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.
- 9.2 As between the parties, the Developer owns all property rights (including Intellectual Property rights) throughout the world in all information, documents, reports, plans, drawings, works and materials provided by the Developer in connection with any Application made by the Developer to RDL hereunder. However, the Developer 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 this Agreement.
- 9.3 The Developer 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.

9.4 The Developer will not at any time, whether during or after the pendency of the Application or the term of the Agreement, make any misleading or unauthorised statement concerning RDL, RDL's scheme, RDL's Intellectual Property, any anticipated, potential or actual approval by RDL of the Application or products, or any documents that RDL has permitted the Developer to use.

## **10. FEES AND CHARGES**

10.1 The Developer undertakes to pay the fees applicable to the Application and to its submission of any Amendment/Cancellation Form at the time thereof and as published on the Website.

10.2 Without prejudice to any other right or remedy that it may have, if the Developer fails to pay any sum due to RDL hereunder on its 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.

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. OWNERSHIP OF PURCHASE STATEMENTS**

The Developer may not sell or otherwise transfer the unique Plot Registration number or Purchase Statement or Compliance Certificate to a third party without RDL's prior written consent.

## **12. WITHDRAWAL AND EXPIRY**

12.1 RDL shall be entitled unilaterally to withdraw the Plot Registration without liability to the Developer by the service of notice on the Developer if:

12.1.1 RDL receives a valid request by the Proposer for the cancellation of a Robust Detail included in the Plot Registration; or

12.1.2 a separating wall or floor structure which was intended to be a Robust Detail and is listed on the relevant Purchase Statement does not comply with its relevant robust detail specification; or

12.1.3 a separating wall or floor structure which was intended to be a Robust Detail and is listed on the relevant Purchase Statement fails to achieve the standards required by the Relevant Sections of the Building Regulations.

12.2 The Plot Registration may, by notice from RDL, expire after a period of 3 (three) years from the date of the Agreement if building work on the relevant superstructure has not been started within the said period.

### **13. TERM AND TERMINATION**

13.1 The Agreement shall be effective on and as from the date stated on the Application Form.

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

13.3 The Agreement shall terminate automatically upon the withdrawal or expiry of the Plot Registration.

### **14. CONSEQUENCES OF TERMINATION**

14.1 With effect from and including the date of termination of the Agreement

14.1.1 RDL shall cease to perform any service thereunder and may inform the Authority thereof; and

14.1.2 the Developer will discontinue the use of any advertising matter that contains any reference thereto and return any Plot Registration documents if requested by RDL.

14.2 The Plot Registration will expire automatically on termination of the Agreement.

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

14.4 There shall survive the termination of this Agreement Clauses 1, 9, 10.2.1, 11, 14, 15, 16, 17, 19, 20, 21 and 23 and any other provision of it whose terms or context requires its survival.

### **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 Developer in respect of the following:

15.1.1 any breach of the Agreement by RDL;

15.1.2 any use made by the Developer 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:-
- 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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.
- 15.7 The Developer acknowledges and accepts that RDL is not liable for any consequences of the Developer failing to satisfy the conditions of the Agreement. It is the Developer's responsibility to ensure that each dwelling achieves the performance standards required by the Building Regulations and the Developer accepts that RDL is not liable if any dwelling fails to achieve the required performance standards.

**16. WARRANTY AND INDEMNITY**

16.1 The Developer warrants and undertakes to RDL that:

16.1.1 it will comply in full with the relevant Robust Detail specification(s) and checklist provided to the Developer in respect of each Robust Detail;

16.1.2 the Application Form and any Amendment/Cancellation Form that the Developer submits to RDL hereunder shall be fully, properly and accurately completed, and the information that it contains shall be valid and correct; and

16.1.3 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 Developer or on the Developer's behalf of any of the Developer's obligations, warranties or representations herein, express or implied and or any act of negligence or default on the Developer's part.

**17. DATA PROTECTION**

The Developer consents to RDL:

17.1 processing all personal data (including all sensitive personal data) that RDL collects from the Developer pursuant to the Application in accordance with RDL's Privacy Policy that is available on the Website; and

17.2 (to the extent that any of the contact details referred to in Clause 7.2 constitute personal data or sensitive personal data) transferring the same to the Proposer for the purpose referred to in the said Clause 7.2.

**18. COMPLAINTS, DISPUTES AND APPEALS**

18.1 RDL maintains a complaints, disputes and appeal procedure (details of which are published on the Website) which is available to the Developer for use in the event that the Developer is not satisfied with any aspect of RDL's service.

18.2 If the Developer receives a complaint about the performance of a Robust Detail separating wall and/or floor that the Developer has built or for which the Developer is responsible, the Developer will take prompt and reasonable action to investigate and resolve the complaint, record the details, and notify RDL thereof. In the event that the Developer decides to undertake a sound test as a result of the said complaint the Developer will engage a measurement contractor who is:

18.2.1 accredited by the United Kingdom Accreditation Service (UKAS) with a scope of accreditation which includes pre-completion sound testing for Building Regulations, **or**

18.2.2 registered, for the purpose of carrying out pre-completion sound testing for Building Regulations, with the Association of Noise Consultants, **or**

18.2.3 accredited by or registered with another professional body whose relevant criteria are at least as high as those of the aforesaid bodies.

## 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 plot registration (certification) Applications.

19.2 The Developer 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.

## 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 be:-

20.1.1 given in writing in the English language;

20.1.2 authenticated by signature or by such other method as agreed between the parties; and

20.1.3 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 20.

**21. CONFIDENTIAL INFORMATION**

- 21.1 Save as may be required by operation of law or the rules of any Stock Exchange or by any authority of competent jurisdiction, the Developer:-
- 21.1.1 shall keep strictly confidential all confidential information received, obtained or learned from RDL before or during the term of this 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**");
- 21.1.2 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
- 21.1.3 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 Developer 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 Developer.
- 21.2 The Developer shall forthwith notify to RDL any actual, suspected or threatened use or disclosure of RDL's Information in contravention of this Clause 21 of which it becomes aware and shall render such assistance to restrain such use as RDL may request.
- 21.3 The Developer acknowledges and agrees that, in the event of a breach or threatened breach of this Clause 21, RDL may have no adequate remedy in money or damages and accordingly may be entitled to preliminary, permanent and/or other injunctive relief.
- 21.4 Notwithstanding the foregoing the Developer will have no obligation in connection with specific Information to the extent, but only to the extent, that:-
- 21.4.1 it is in the public domain at the time it is received, obtained or learned by it;
- 21.4.2 it subsequently becomes part of the public domain through no wrongful act by it; or
- 21.4.3 it is received by the Developer from a third party who is lawfully authorised to disclose the same without breach of the Agreement and/or of any obligation to the Developer.
- 21.5 RDL reserves all rights in the Information, none of which are (for the avoidance of doubt) granted to the Developer.
- 21.6 The provisions of this Clause 21 are additional and without prejudice to RDL's rights in law and equity.

**22. VARIATION**

22.1 Notwithstanding anything herein to the contrary, RDL shall be entitled (subject only to the service of notice thereof on the Developer) to qualify any permission herein to the Developer to use any Robust Detail as a result of any defective performance of the latter.

22.2 Subject only to Clause 22.1, and without prejudice to RDL's rights under Clause 4 and 5, 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.

**23. MISCELLANEOUS**

23.1 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.

23.2 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 laws of England.

23.3 Subject only to Clause 18.1 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 type approval assessment successfully, and where the range of components used in the test structures were such that, in the judgment of RDL, the 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 type approval assessment successfully, and where the range of components used in the test structures were such that, in the judgment of RDL, the structure could not be specified without reference to one or more named or branded systems or unique products of a specific manufacturer.

	Robust Details Limited, Davy Avenue, Knowlhill, Milton Keynes, Bucks, MK5 8NB Tel: 0870 240 8210 Fax: 0870 240 8203 www.robustdetails.com
<b>Robust Details certification scheme</b> <b>RD121 Amendment and cancellation form</b>	
To be completed by the Developer. Please complete a separate form for each site. <b>To avoid delays with your application, please complete all applicable fields</b>	
Site name	Original order ref.
<b>Main Contact Details</b> <small>(Developer or duly appointed representative and to whom all documents will be sent by email)</small>	
Contact Name	Telephone No.
Company Name	e-mail
Address	Please indicate your role: Builder <input type="checkbox"/> Developer only <input type="checkbox"/> Designer <input type="checkbox"/> Other (please specify) <input type="text"/>
Post Code	
<b>Developer of the Site</b> <small>(The person named on the building control (warrant in Scotland) application)</small>	
Name	Building control body Name (Verifier in Scotland)
Company Name	
Address	
Post Code	
SIGNED (DEVELOPER)	Date
By signing this form, you confirm that you have read, understood, and agree to the attached terms and conditions and that you will provide the relevant building control body with a copy of any revised Purchase Statement arising from this application.	
<b>Order and Payment Details</b>	
Total net payment	<b>FEES</b> For changes affecting: up to 10 plots = £15 + VAT 11-20 plots = £20 + VAT 21+ plots = £30 + VAT
VAT@20%	
Total gross payment	
Please accept my payment using (please tick relevant box): Cheque <input type="checkbox"/> Debit Card <input type="checkbox"/> Credit Card <input type="checkbox"/>	
I enclose my payment of £ (Please make cheques payable to Robust Details Limited)	
OR please debit the amount £ From my VISA/MasterCard/debit card	
Card number	Issue number if applicable
Cardholder's name	Expires
Signature	Issue date
Print name	3-digit security no.
Cardholder's Signature and Address Address	
Post Code	
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If you do not wish to receive such information from us, please tick box. <input type="checkbox"/>	
<small>Robust Details Limited is a company no. 04380223 limited by guarantee, registered in England. Robust Details Ltd registered office: Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8NB</small>	
V2	Page 1

<b>robustdetails®</b>		Robust Details Limited, Davy Avenue, Knowlhill, Milton Keynes, Bucks, MK5 8NB Tel: 0870 240 8210 Fax: 0870 240 8203 www.robustdetails.com											
<b>RD121 Amendment and cancellation form</b>													
<b>To avoid delays with your application, please complete all applicable fields</b>													
Please tick appropriate box(es) below													
<b>Changing the site details?</b>	NO	YES											
	<input type="checkbox"/>	<input type="checkbox"/>											
If yes, please enter new details ➔		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 150px;">Site name</td><td></td></tr> <tr><td>Site Address</td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td>Post Code</td><td></td></tr> </table>		Site name		Site Address						Post Code	
Site name													
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Post Code													
<b>Changing the Builder details?</b>	NO	YES											
	<input type="checkbox"/>	<input type="checkbox"/>											
If yes, please enter new details ➔		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 150px;">Builder Company</td><td></td></tr> <tr><td>Builder Address</td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td>Post Code</td><td></td></tr> </table>		Builder Company		Builder Address						Post Code	
Builder Company													
Builder Address													
Post Code													
<b>Changing the Developer details?</b>	NO	YES											
	<input type="checkbox"/>	<input type="checkbox"/>											
If yes, please enter new details ➔		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 150px;">Developer Company</td><td></td></tr> <tr><td>Developer Address</td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td>Post Code</td><td></td></tr> </table>		Developer Company		Developer Address						Post Code	
Developer Company													
Developer Address													
Post Code													
<b>Changing/Cancelling plot details?</b>	NO	YES											
	<input type="checkbox"/>	<input type="checkbox"/>											
			<p><b>IF YES</b>                  Enter details of changes on attached schedule</p> <p style="text-align: center;">AND</p> <p>Indicate whether work has started on the plots to be cancelled?</p> <p style="text-align: center;">NO                      YES</p> <p style="text-align: center;"><input type="checkbox"/>                      <input type="checkbox"/></p> <p style="text-align: center;">AND</p> <p><b>Indicate reason for cancellation</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Registered in error</li> <li><input type="checkbox"/> Design does not match an RD specification</li> <li><input type="checkbox"/> Building control body/verifier requested PCT</li> <li><input type="checkbox"/> Site replan</li> <li><input type="checkbox"/> Decided to use PCT option instead of RDs</li> <li><input type="checkbox"/> Other - please state</li> </ul>										
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V2		Page 2											





**PLOT REGISTRATION APPLICATION FORM**



Robust Details Limited, Davy Avenue, Knowlhill, Milton Keynes, Bucks, MK5 8NB  
 Tel: 0870 240 8210 Fax: 0870 240 8203 www.robustdetails.com

<b>RD110 Robust Details certification scheme - Plot registration application form</b>																														
(For new build attached dwellings in England, Scotland, Wales and Northern Ireland. To be completed by the Developer and submitted before work starts on the dwellings)																														
To avoid delays with your application, please complete all applicable fields																														
<b>Main Contact Details</b> (Developer or duly appointed representative and to whom all plot registration documents will be sent by email)																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Contact Name</td> <td style="width: 10%;"><small>Mr / Mrs Miss / Ms</small></td> <td style="width: 70%;"></td> </tr> <tr> <td>Company Name</td> <td></td> <td></td> </tr> <tr> <td>Address</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">Post Code</td> </tr> </table>	Contact Name	<small>Mr / Mrs Miss / Ms</small>		Company Name			Address								Post Code	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Telephone No.</td> <td style="width: 80%;"></td> </tr> <tr> <td>e-mail</td> <td></td> </tr> <tr> <td colspan="2">Please indicate your role:</td> </tr> <tr> <td style="text-align: center;">Builder</td> <td style="text-align: center;">Developer only</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Designer</td> <td style="text-align: center;">Other (please specify)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Telephone No.		e-mail		Please indicate your role:		Builder	Developer only	<input type="checkbox"/>	<input type="checkbox"/>	Designer	Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>
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Please accept my payment using:																														
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Please make cheques payable to Robust Details Ltd																														
Please debit the amount <input style="width: 50px;" type="text"/> From my VISA/MasterCard/debit card																														
Card number. <input style="width: 150px;" type="text"/>	Issue number. <input style="width: 100px;" type="text"/> (Switch cards only)																													
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COMPLIANCE CERTIFICATE



Robust Details Limited, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8NB  
Tel:0870 240 8210 Fax: 0870 240 8203 www.robustdetails.com

ROBUST DETAILS COMPLIANCE CERTIFICATE

Plot Address

Plot 20  
Saxon Lane  
Off Draper Road  
Luton  
Bedfordshire  
LU10 9NB

Builder's Address

A Builder  
Head Office  
The Drive  
Saxon Estate  
Newtown  
Bucks  
HP1 1XY

Order Reference: ABC

The separating walls and/or floors, listed below as applicable to this home, have been properly constructed in accordance with the relevant robust details specification sheets and associated checklist(s) as published by Robust Details Ltd.

Wall Robust  
Detail Type

E-WM-4

Floor Robust  
Detail Type

E-FC-1

Unique  
Reference

E13000562F

Signed.....Print Name.....

Position.....

Representing A Builder

Date.....

**PURCHASE STATEMENT**



Robust Details Limited, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8NB  
 Tel:0870 240 8210 Fax: 0870 240 8203 www.robustdetails.com

A Developer  
 Head Office  
 The Drive  
 Saxon Estate  
 Newtown  
 Bucks  
 HP1 1XY

Order Date: 15-May-2013  
 Order Reference: ABC

**Robust Details Part E Certification Scheme - Purchase Statement**

We have certified the Robust Details below using:

- initial type-testing and examination against our type-approval assessment criteria
- inspection of samples from the open market against the relevant Robust Details specification(s)
- testing of samples from the open market against the performance standards set out in Approved Document E for satisfying Requirement E1 in Schedule 1 of the Building Regulations.

This enables customers to use the Robust Details stated below in new, attached homes as an alternative to pre-completion sound testing for satisfying Requirement E1 in Schedule 1 of the Building Regulations (England and Wales).

A Developer  
 Saxon Lane  
 Off Draper Road  
 Luton  
 Bedfordshire  
 LU10 9NB

Invoice Number: INV-03695-N7S8W5

Robust Details Purchase Statement for:

Plot	Plot RD Reference	Robust Detail
Plot 20	E13000562F	E-FC-1
Plot 20	E13000562F	E-WM-4
Plot 21	E13000563F	E-WM-4
Plot 21	E13000563F	E-FC-1
Plot 22	E13000564F	E-FC-1
Plot 22	E13000564F	E-WM-4