



# **TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS**

## 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 document completed by, or on behalf of, a Developer in accordance with Clause 4 below to amend and cancel Plot Registrations in the prescribed paper format (referenced RD121) attached at Annex A to these Terms and Conditions and as amended from time to time or, for online amendments and cancellations, the equivalent form on the Website;
<b>Application</b>	an application in accordance with the Agreement by or on behalf of the Developer for a Plot or Plots to be built using Type-specifications;

<b>Application Form</b>	the document completed by, or on behalf of a Developer in accordance with Clause 3 below to make an Application in the prescribed paper format (referenced RD110) attached at Annex B to these Terms and Conditions and as amended from time to time or, for online Applications, the equivalent form on the Website;
<b>Authority</b>	the relevant building control body (the verifier in Scotland);
<b>Building Regulations</b>	<p>the building regulations applicable in the location where Dwellings are 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>	any day other than: a Saturday or a Sunday or a public holiday in England;
<b>Certification</b>	Issue of Purchase Statement following Plot Registration;
<b>Compliance Certificate</b>	the compliance certificate in a form attached at Annex C to, and issued in accordance with, these Terms and Conditions and as amended from time to time;

**Developer**

(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 that person's agent) or (b) (where the said work has been authorised to be carried out) the person who is responsible for the said authorisation (or that person's agent), even if that person (or that person's agent) has engaged a third party to file the Application on his behalf;

**Dwelling**

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);

**Force Majeure**

defined in Clause 15.6;

**Information**

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 handbook containing the Type-specifications (and associated technical information) available for use in England, Wales and Northern Ireland;
<b>Plot</b>	the building plot and an individual Dwelling specified in the Application which is to be built upon it;
<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;

## RD028 TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS

Authorised by: Colin Potter

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<b>Purchase Statement</b>	the purchase statement in a form attached at Annex D to, and issued in accordance with, these Terms and Conditions 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 Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes, MK5 6LB, 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>	a generic or proprietary building design or template as defined in the Schedule;
<b>Section 5 Robust Details Handbook</b>	the handbook containing the Type-specifications (and associated technical information) available for use in Scotland;
<b>Terms and Conditions</b>	these terms and conditions;
<b>Training</b>	training on the correct installation at the Plot of a Robust Detail;

<b>Type-specification</b>	a specification approved and published by RDL of a separating 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);
<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;
- 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;
- 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 to check that the Developer has agreed to fulfil these Terms and Conditions, provided all necessary details and the correct fee, selected valid Robust Details from those published in the Part E Robust Details Handbook and Section 5 Robust Details Handbook in Scotland whichever is applicable, in the case of Dwellings that are flats selected valid wall and floor combinations, and no matters have been identified which in RDL's opinion prevent it from issuing a Purchase Statement.
- 3.2 If the said review is successful RDL will grant the Plot Registration, and will send to the Developer a Purchase Statement, an unsigned Compliance Certificate form for each Plot, a checklist of each registered Robust Detail, and an invoice.
- 3.3 If the said review is unsuccessful, RDL will contact the Developer with the aim of resolving the obstacles to granting the Plot Registration. If this is unsuccessful, the Agreement is automatically terminated and the application will be declined by RDL.

## **4. CANCELLATION, AMENDMENT AND OTHER CHANGES**

- 4.1 The Developer will notify RDL of any change which may affect its ability to comply with the Agreement or relevant Type-specifications and any change that it proposes to make to any Plot for which RDL has issued a Compliance Certificate (e.g. change to 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 any Plot for which RDL has issued a Compliance Certificate.



## RD028 TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS

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- 4.3 The Developer acknowledges that all amendments to and cancellations of any Plot for which RDL has issued a Compliance Certificate 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 If all Plots for which RDL has issued Compliance Certificates pursuant to specific Application are cancelled by the Developer, this constitutes termination of the Agreement in respect thereof. If only some of such Plots are cancelled by the Developer, this is to be treated as an amendment to the original Plot Registration and processed as set out in 4.5.2 below.
- 4.5 Following receipt by RDL of a completed Amendment/Cancellation Form together with the appropriate fee, RDL will,
  - 4.5.1 if all Plots for which RDL has issued Compliance Certificates pursuant to a specific Application are to be cancelled, review such form to check that it is complete, check that the details match an existing Plot Registration, and determine whether the Developer is entitled to a refund (see section 5). If the review is successful, RDL will cancel the Plot Registration by noting in its records that the related Compliance Certificates have been withdrawn, notify the Developer of its decision and grant a refund if applicable;
  - 4.5.2 in the case of an amendment to a Plot Registration, check that the details match the related, existing Plot Registration, follow the procedure as set out in 3.1; and if the review is successful, RDL will withdraw the Compliance Certificates in respect of the affected Plots and issue new Compliance Certificates in accordance with the related Amendment/Cancellation Form and issue a new Purchase Statement detailing the unaffected and revised Plots. Such Purchase Statement shall supersede the existing Purchase Statement and, if applicable, RDL will grant a refund in relation to any cancelled Plots.
- 4.6 On the date of termination of this Agreement pursuant to cancellation of a Plot Registration (all plots cancelled), the Developer will notify the Authority thereof.
- 4.7 Upon the issue of a revised Purchase Statement and supersession of an existing Purchase Statement, the Developer will:
  - 4.7.1 notify the Authority of any amendments to the Plot Registration, discontinue the use of any advertising matter that contains any reference to the superseded Plot Registration, notify the Authority thereof, discontinue use of the superseded Purchase Statement and associated documents, and remove any other indications that might give the impression that the superseded Plot Registration continues to be in place.

### **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 a 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.) and, in the case of an amendment to the Plot Registration, submit a revised Purchase Statement as referred to in Clause 4.5.2 to the Authority.

## 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 RDL identifies (a) a deviation, as a result of a sample inspection, from the relevant Robust Detail specification(s) that could adversely affect acoustic performance and/or represent a risk to compliance 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 sample-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 which may be announced or unannounced. 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 walls and 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.
- 8.3 The Developer agrees to provide RDL with access to examine the Developer's documentation, records, locations, personnel and subcontractors upon request if necessary for the purposes of carrying out performance monitoring effectively, including for diagnostic purposes in the event of a test failure described in 8.1 above.

## **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 the 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; 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

## RD028 TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS

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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 if the Plot Registration cannot be granted after taking the action set out in 3.3; or upon the cancellation, 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, notify the Authority thereof, remove the Purchase Statement from use, and remove any indications that might give the impression that the Plot Registration continues to be in place.

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 the Agreement Clauses 1, 9, 10.2.1, 11, 14, 15, 16, 17, 18.2, 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;

## RD028 TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS

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- 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 the 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 restrict its use of the Purchase Statement and any other Plot Registration documents as required by the Agreement and as advised by RDL, and will not display them except in their entirety, nor provide incomplete/part copies of the Purchase Statement to others, unless otherwise agreed in writing with RDL;
  - 16.1.4 it will not make claims that are inconsistent with the details stated on the Purchase Statement; and
  - 16.1.5 it will not use its Plot Registration in such a manner as to bring RDL into disrepute and will not make any statement regarding its Plot Registration that RDL considers misleading or untrue; and
  - 16.1.6 upon termination or expiry of the Agreement, it will discontinue any use of publicly available communication that contains any reference to the Plot Registration and will take any other action required by RDL in relation to the termination or expiry; and
  - 16.1.7 it will, when making reference to its Plot Registration in communication media, obtain authority from RDL comply with any requirements specified by RDL including any requirements in the Agreement; and
  - 16.1.8 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, take action to resolve any deficiencies found, record the details, notify RDL thereof and make the records available to RDL upon request. 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;



## RD028 TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS

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- 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.
- 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 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**");
  - 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.

## RD028 TERMS AND CONDITIONS FOR ROBUST DETAILS PLOT REGISTRATIONS

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Date of effect: 12/06/2024

- 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 Save as set out in the Agreement or as may be required by operation of law or the rules of any Stock Exchange or by any authority of competent jurisdiction, RDL:-
- 21.6.1 shall keep strictly confidential all confidential information received, obtained or learned from the Developer, or from other sources about the Developer, before or during the term of the Agreement as a result of its normal business except for information that the Developer makes publicly available, or when agreed between the Developer and RDL; and
- 21.6.2 shall inform the Developer, in advance, of the confidential information it intends to place in the public domain when it is so obliged by law or authorised by contractual arrangements to release confidential information.
- 21.7 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 building design, style or template for 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.

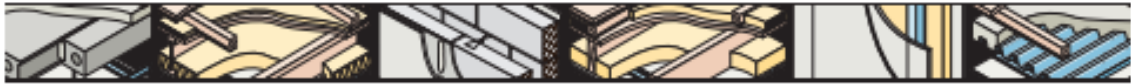
#### **2. Proprietary Robust Details**

A proprietary Robust Detail is a building design, style or template for 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.

## ANNEX A

## PLOT AMENDMENT AND CANCELLATION FORM

robustdetails®

Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes MK5 6LB  
Tel: 03300 882 141 www.robustdetails.com

## RD121 ROBUST DETAILS CERTIFICATION SCHEME PLOT AMENDMENT AND CANCELLATION FORM

To be completed by the Developer. Please complete a separate form for each site.

To avoid delays with your application, please complete all applicable fields

<b>SITE NAME</b>	<b>ORIGINAL ORDER REFERENCE</b>
<input type="text"/>	<input type="text"/>

**MAIN CONTACT DETAILS** (to whom all documents will be sent by email)

Name	Company
Address	
Postcode	Telephone No
Email	
Please indicate your role: Builder <input type="checkbox"/> Developer only <input type="checkbox"/> Designer <input type="checkbox"/> (Please specify)	

**DEVELOPER OF THE SITE** (the person named on the building control application)

Name	Company Name
Address	
Date	

**BUILDING CONTROL BODY NAME**

<input type="text"/>
----------------------

By submitting this information, you confirm that you have read, understood, and agree to the terms and conditions (available on the Robust Details website) which include obligations that you must notify the relevant building control body of all amendments and cancellations to your Plot Registration (A simple way to do this is to provide a copy of your completed amendment/cancellation form and any revised Purchase Statement relating to this application).

**FEES** For changes affecting:

up to 10 plots = £15 + VAT    11-20 plots = £20 + VAT    21+ plots = £30 + VAT

**ORDER AND PAYMENT DETAILS**

<b>No of Plots</b> (refer to schedule on page 3)	<b>Amount (£)</b> see above
<input type="text"/>	<input type="text"/>
<b>Total net payment</b>	<input type="text"/>
Please accept payment by: (please tick box)	VAT@20%
Cheque <input type="checkbox"/> Card* <input type="checkbox"/> BACS <input type="checkbox"/>	<b>Total gross payment</b>
<input type="text"/>	<input type="text"/>

**BY CHEQUE:**

Please make cheques payable to Robust Details Limited and attach them to this form.

**\*BY CARD :**

We will contact you by telephone using the telephone number from the MAIN CONTACT DETAILS section of this form to collect the card details.

**Data Protection Act 2018 – Data Protection Notice:** This notice only applies to an individual's personal details. Robust Details Limited (RDL) is the data controller for the purposes of the Act. When you contact RDL, your personal details will be recorded (or processed as the Act calls it). RDL will record your details for the purposes of dealing with your enquiries about robust details, the provision of services by RDL, administration, research and for statistical purposes. RDL may disclose your details to local and national authorities and Government Departments involved with robust details and the Building Regulations and to any warranty and insurance company providing cover on homes into which robust details are built for the purposes of its home registrations, inspections and claims handling. In the future, we may write or email you with information about our products and services. For more information please see our Privacy Policy available on our website.

If you do not wish to receive such information from us, please tick box ☐

Robust Details Limited is a company no. 04980223 limited by guarantee, registered in England.

Robust Details Limited registered office: Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes MK5 6LB

RD121 v7.0 Date of effect 1 April 2022 Page 1 of 3

## ANNEX A

robustdetails®

Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes MK5 6LB  
Tel: 03300 882 141 www.robustdetails.com

## RD121 AMENDMENT AND CANCELLATION FORM

To avoid delays with your application, please complete all applicable fields

<b>CHANGING THE SITE DETAILS? Please tick appropriate box(es) below</b> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, please enter new details			Site name Site address Postcode
<b>CHANGING THE BUILDER DETAILS? Please tick appropriate box(es) below</b> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, please enter new details			Builder company Builder address Postcode
<b>CHANGING THE DEVELOPER DETAILS? Please tick appropriate box(es) below</b> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, please enter new details			Developer company Developer address Postcode
<b>CHANGING/CANCELLING PLOT DETAILS? Please tick appropriate box(es) below</b> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, Enter details of changes on the following page YES <input type="checkbox"/> NO <input type="checkbox"/> Indicate whether work has started on the plots cancelled?			
<b>INDICATE REASON FOR CANCELLATION</b> <input type="checkbox"/> Registered for <input type="checkbox"/> Details do not match an RD specification <input type="checkbox"/> Building control body/verifier requested PCT <input type="checkbox"/> Site replan <input type="checkbox"/> Decided to use PCT option instead of RDs <input type="checkbox"/> Other - please state			





## ANNEX B

## PLOT REGISTRATION APPLICATION FORM

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Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes MK5 6LB  
Tel: 03300 882 141 www.robustdetails.com

## RD110 ROBUST DETAILS CERTIFICATION SCHEME PLOT REGISTRATION APPLICATION FORM

For new build attached dwellings in England, Wales, Scotland and Northern Ireland. To be completed by the Developer and submitted before work starts on the dwellings.

### MAIN CONTACT DETAILS (to whom all plot registration documents will be sent by email)

Name	Company
Address	
Postcode	Telephone No
Email	
Please indicate your role: Builder <input type="checkbox"/> Developer only <input type="checkbox"/> Designer <input type="checkbox"/> Other (please specify)	

### BUILDER CONTACT DETAILS (details of the builder responsible for the construction of the robust details)

Builder Contact	Builder Company
Builder Address	
Postcode	

### SITE DETAILS (details of the site where the robust details are to be constructed)

Site Name
Site Address
Postcode

### BUILDING CONTROL BODY (NAME)

### NAME OF NEW HOME WARRANTY PROVIDER

IMPORTANT INFORMATION - MUST BE COMPLETED

### DEVELOPER OF THE SITE (the person with overall responsibility for the building construction and completion)

Name	Contact Name
Address	
Postcode	
Date	

By submitting this information, you confirm that you have read, understood and agree to the current version of Robust Details Limited's terms and conditions for plot registrations which can be found in the Support/Downloads area of our web site at [www.robustdetails.com](http://www.robustdetails.com)

### HOW MANY PLOTS ON THIS APPLICATION WILL BE FOR SOCIAL HOUSING?

### NAME OF SOCIAL HOUSING PROVIDER

### PAYMENT Your Reference / P.O. No

Fee per Plot	No of Plots	Amount
£37.50		

Please accept payment by: (please tick box) VAT@20%

Cheque ☐ Card ☐ BACS ☐ Total gross payment

#### BY CHEQUE:

Please make cheques payable to Robust Details Limited and attach them to this form.

#### BY CARD :

We will contact you by telephone using the telephone number from the MAIN CONTACT DETAILS section of this form to collect the card details.





## ANNEX C

## COMPLIANCE CERTIFICATE



Robust Details Limited, Unit 14, Shenley Pavilions,  
Chalkdell Drive, Shenley Wood, Milton Keynes, MK5 6LB  
Technical: 03300 882140 Customer Service: 03300 882141  
www.robustdetails.com

## ROBUST DETAILS COMPLIANCE CERTIFICATE

## Plot Address

Plot 3A  
Melon Road  
Melon Road  
Northampton  
NN3 3EE

## Builder's Address

ABC Building  
Builders lane  
Northampton  
NN3 3EE

Order Reference: 080111

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-21

Floor Robust  
Detail Type

Unique  
Reference  
E19058163H

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

Position.....

Representing ABC Building

Date.....

For illustration purposes  
only

## ANNEX D

## PURCHASE STATEMENT

<b>robustdetails®</b>		Robust Details Limited, Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes, MK5 6LB Technical: 03300 882140 Customer Service: 03300 882141 www.robustdetails.com
ABC Building Builders lane Northampton NN3 3EE	Certification Date	5-December-2019
	Order Reference	080111

**robustdetails® 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) when built in accordance with the relevant requirements of the Part E robustdetails® Handbook current on the date of this certificate in new, attached homes.

ABC Building	Invoice Number	INV-34598-C7K4V1
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robustdetails® Purchase Statement for:

Melon Road  
Melon Road  
Northampton  
NN3 3EE

Plot	(a) RL Reference	Robust Detail
Plot 1A	E19058161H	E-WM-21
Plot 1B	E19058162H	E-WM-21
Plot 1C	E19058163H	E-WM-21



John Thompson  
Chief Executive  
For Robust Details Limited

1

Robust Details Limited is a company no.04980223 limited by guarantee, registered in England. Robust Details Ltd registered office: Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes, MK5 6LB