

APLUS

General Terms & Conditions of Membership for Sectored Contractors



1. Scope

The objective of this document is to produce guidelines for Approved Contractors to install water fittings in accordance with Water Supply (Water Fittings) Regulations 1999.

2. Warranty

All work must conform to Water Supply (Water Fittings) Regulations 1999. Contractors must comply to constitutions made by their appropriate professional bodies. To ensure that compliance with Water Supply (Water Fittings) Regulations 1999 is maintained a proportion of completed jobs will be subjected to random audit inspections.

3. Requirements to obtain membership:

3.1 For inclusion on the list of Approved Contractors you must be:

3.1.1 fully competent

3.1.2 **working on the tools**

3.1.3 living in the Anglian Water region.

3.2 The qualifications detailed on the WaterSafe website are acceptable as evidence of competence.

3.3 For a company employing more than one person, the minimum required level of insurance required is £5m employer liability and £2m public liability. For sole traders, a minimum of £2m public liability insurance is required. Failure to indicate the correct category of Public Liability Insurance held will have an effect on membership to the scheme. Should this insurance lapse, you may not operate as an Approved Contractor and you will be removed from the scheme.

3.4 Applicants will be required to hold one of the water regulations qualifications listed on the WaterSafe website.

4. Terms of membership

4.1 There is currently a charge of £75.00 + VAT per person application fee which must be paid upon request.

4.2 Anglian Water reserves the right to alter and amend the Terms and Conditions of membership to the Approved Contractor Scheme at any time without prior notice.

5. What members will receive:

- 5.1 As well as the advertising facility and Water Regulation advice/interpretation and support by Anglian Water each member of the scheme will receive:
 - 5.1.1 A membership certificate and identity card as proof of being an Anglian Water approved contractor.
 - 5.1.2 Vehicle stickers.
 - 5.1.3 Administration stationery necessary for the recording of work - a pad of self-certification certificates.
- 5.2 For Water Supply Pipe Installers only, inclusion on the WaterSafe website: www.watersafe.org.uk.

6. Self-certification

- 6.1 All Anglian Water approved contractors shall, upon completion, furnish a signed certificate to the person who commissioned the work and, in some cases, the water undertaker, for **any** installation, alteration, extension, connection or disconnection. This certificate is most important as it states that the water fittings installed, altered, extended, connected or disconnected fully complies with the Water Supply (Water Fittings) Regulations 1999.
- 6.2 The approved contractor shall keep a record of all certificates issued for a period not less than two years as a requirement under the duties and responsibilities of the scheme. The approved contractor must also provide Anglian Water with **all** blue certificate copies of the compliance certificates which have issued to the customer (person who commissioned the work).
- 6.3 Failure to issue certificates or to submit copies of certificates to Anglian Water will result in your membership being suspended or terminated.

7. Data protection

APLUS and Anglian Water are controllers under the General Data Protection Regulation. This statement confirms our commitment to protect your privacy, to process your personal information in a manner which meets our requirements of this legislation and to use your data only for delivery of the APLUS scheme, in the performance of our legal and regulatory responsibilities. By completing and submitting your application for membership of the APLUS scheme you are confirming that the information you have supplied is correct to the best of your knowledge and you agree to selected contact data being used by APLUS and shared with other approved contractor scheme operators and WaterSafe. Your information may be used for identity verification purposes.

8. Auditing of the scheme

Anglian Water will carry out at least one audit, the timing of which shall be determined by Anglian Water.

Anglian Water will contact the approved contractor informing them of their intention to carry out an audit inspection of their work. The audit also involves a review of Water Regulations Certificates of Compliance copies that have been retained for two years by the approved contractor. Any contraventions of the Water Supply (Water Fittings) Regulations 1999 will be discussed between Anglian Water and the approved contractor. The contravention will not be discussed on site with the customer unless the contravention constitutes a contamination risk to the customer and/or the public water supply.

Failure by the approved contractor to rectify at their own expense any contravention found during, or subsequent to the inspection, will make them liable for removal from the scheme and possible legal action by Anglian Water.

9. Disputes

- 9.1 Any dispute between an individual scheme member and Anglian Water shall be referred to the Water Supply Regulations Manager.
- 9.2 It shall be the role of Anglian Water's Head of Water Quality, to arbitrate in the event of a dispute, after allowing both sides to present their case.

10. Appeal

In the event of a dispute, resulting in the termination of a person's APLUS membership or Water Regulations infringements being upheld:

- The Head of Water Quality will determine the outcome of any such appeal.
- The determined outcome of any such appeal will be both final and non-negotiable, with all parties being bound by this decision(s).

11. Termination

- 11.1 In the event that an approved contractor is found to be carrying out work which is not in accordance with these Terms & Conditions or the Water Supply (Water Fittings) Regulations 1999, Anglian Water reserve the right to suspend and/or terminate membership and remove that approved contractor from the APLUS scheme.
- 11.2 If the approved contractor changes employment from the company they are working for and are insured under (public liability insurance), they must notify Anglian Water immediately of their change in circumstances as only insured approved contractors are able to maintain their approved status. Failure to notify Anglian Water of changes to employment and contact addresses will result in immediate removal from the scheme.
- 11.3 If the approved contractor is deemed to be bringing the scheme or its brand into disrepute they will be removed from the scheme. For approved contractors that are also multiple sector members eg Approved RPZ Valve Tester, suspension or termination from the approved contractor sector may not result in suspension or termination from all sectors. Anglian Water will assess the reason for termination, and once a decision has been made inform the member of the scheme membership status.
- 11.4 Any contractor removed from the scheme will be required to remove all membership references from advertising material and stationery. Certificate of Membership, identity card, compliance certificates and vehicle stickers must be returned to Anglian Water on request. All other approved contractor schemes and WaterSafe will also be informed that the contractor/contractor no longer a member of the APLUS Approved Contractor Scheme.

12. Scheme liability

Scheme members understand and accept that all liabilities and disputes relating to workmanship, products installed, charges and anything else connected to work as a result of being introduced to customers through APLUS or WaterSafe, are solely the members responsibility and APLUS and WaterSafe will have no liability whatsoever in any of those respects.

13. Membership Expiry & Annual Renewal

- 13.1 Although an individual's APLUS membership doesn't carry a specified expiry date, all members are always required to have the appropriate level of liability insurance cover.
- 13.2 Members of APLUS are expected to renew their membership on an annual basis.
- 13.3 The membership renewal date is determined by the expiry date of a member's liability insurance cover.
- 13.4 Membership will be automatically renewed, simply by ensuring APLUS always have a copy of your current in date liability insurance certificate.

Please Note: Any individual APLUS Membership which is not renewed on or before the renewal date will automatically expire.