

Water Industry Approved Plumbers Scheme (WIAPS) RPZ Valve Tester Sector

Terms and conditions of membership

1 Definitions

1.1 In these terms and conditions, unless the context requires otherwise, the following definitions and rules of interpretation apply:

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| Application Form | the WIAPS Approved Plumber or the WIAPS Approved Sector Worker application form, as applicable |
| Approved Contractor | has the meaning set out in the Regulations |
| Approved RPZ Valve Tester | an individual RPZ Valve tester who has been approved by WIAPS as a WIAPS Member in accordance with these terms and conditions |
| Approved RPZ Valve Tester Business | an RPZ Valve tester business (whether conducted on a sole trader basis, as a partnership or as a company) which has been approved by the Scheme as a WIAPS Member in accordance with these terms and conditions |
| Audit Procedure | the WIAPS Audit Procedure and Guidance document as updated from time to time, a copy of which is available on the Water Regs UK website |
| Brand Guidelines | the Water Regs UK / WIAPS Brand Guidelines as updated from time to time, a copy of which is available on the Water Regs UK website |
| AIM | Water Undertakers' Approved Installation Method 08-01 Issue 2: Type BA Device – Verifiable Backflow Preventer with Reduced Pressure Zone (RPZ Valve), as amended or re-issued from time to time. |
| Business Member | an Approved RPZ Valve Tester Business |
| Code of Conduct | the Water Industry Approved Plumbers Scheme Code of Conduct as amended from time to time, a copy of which is available on the Water Regs UK website |
| the Customer | users or potential users of Members' services |
| Disciplinary Code | The Water Industry Approved Plumbers Scheme Procedure of Disciplinary Action against Members as amended from time to time, a copy of which is available on the Water Regs UK website |
| Individual Member | an Approved RPZ Valve Tester who has been allocated a unique WIAPS membership number |
| Member | an Individual Member or a Business Member |
| Membership | membership of the Scheme |
| Notification | notification of an installation as required by Regulation 5 of the Regulations and the AIM |

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| the Regulations | the Water Supply (Water Fittings) Regulations 1999 |
| Regulator | the Secretary of State |
| RPZ Valve | A Type BA Device – a Verifiable Backflow Preventer with Reduced Pressure Zone |
| Scope of RPZ Valve Tester sector | <p>Members of the RPZ Valve Tester sector are only approved for operations and tasks associated with the commissioning and compliance testing of RPZ valves. The purpose is to verify conformity with the AIM and the Regulations through reporting observations, test results and failures when they occur.</p> <p>Individual approved RPZ Valve Testers are NOT Approved Contractors as defined in the Regulations.</p> <p>In regards to notification or other work associated with installing or replacing RPZ valves, these activities are outside the scope of the RPZ Valve Tester sector. When installing or replacing RPZ valves every installer must meet the requirements as set out in the AIM and the Regulations.</p> <p>Where installers are separately approved as an Approved Contractor, they must meet their scheme’s requirements.</p> |
| the Scheme | the Water Industry Approved Plumbers Scheme, which shall include all Sector Worker schemes |
| Water Company | <p>the water company responsible for supplying water in a particular region of the UK, otherwise known as:</p> <ul style="list-style-type: none"> - the licensed wholesaler; or - water undertaker, as defined in the Water Industry Act 1991 |
| WaterSafe | WaterSafe Installers’ Scheme Limited (Company No. 08128904), whose registered office is at Pembroke House, Ty Coch Lane, Llantarnam Park Way, Cwmbran, Torfaen, Wales, NP44 3AU |
| WIAPS | The Water Industry Approved Plumbers Scheme |
| Water Regs UK | The Water Regs UK Limited is the legal entity and administers the WIAPS scheme. Registered No. 06663930 Registered Office: 6D Lowick Close, Hazel Grove, Stockport, SK7 5ED |
| Water Regs UK Website | www.waterregsuk.co.uk |

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Reference to an “installation” is to the installation of a water fitting or plumbing system.

2 Background

- 2.1 The Regulations set out the national requirements for the design, installation and maintenance of water fittings and plumbing systems, their purpose being to prevent the contamination, waste, misuse, undue consumption or erroneous measurement of water supplied by a Water Company.

- 2.2 This document sets out the terms and conditions that apply to Business Members of the Scheme and Individual Members of the Scheme.
- 2.3 The Scheme is administered by WIAPS on behalf of Water Companies who subscribe to the Scheme. The administration that WIAPS carries out on behalf of those Water Companies includes (but is not limited to) entering into and performing these terms and conditions, and making decisions about the grant, renewal, or termination of Membership.
- 2.4 Water Companies are not obliged to subscribe to the Scheme and may leave the Scheme at any time. Water Companies that are not subscribed to the Scheme may have separate arrangements for recognising RPZ Valve testers for the purpose of the AIM. Membership does not confer recognition from any Water Company that is not subscribed to the Scheme.

3 Benefits of Membership

- 3.1 WIAPS will list Members in the relevant public directory on the Water Regs UK website, where Customers can search for Approved RPZ Valve Testers in their area. WIAPS will also provide Members' details to WaterSafe so that WaterSafe can list those Members on the public directory on the WaterSafe website.
- 3.2 Member status helps to reassure Customers that Individual Members are qualified professionals.
- 3.3 Some organisations will only use a Member for their contracts.
- 3.4 Membership may reduce inspection of your work by Water Companies which subscribe to the Scheme.
- 3.5 Members receive technical updates relating to the Scheme free of charge.
- 3.6 Individual Members are issued with a membership card to confirm their status as Members of the Scheme.
- 3.7 Members may display the appropriate WIAPS logo on their company stationary and vehicles, subject to complying with the Brand Guidelines.

4 Membership

- 4.1 The granting of Membership is subject to and conditional upon:
 - a. completion and signature of the Application Form by the prospective Member
 - b. the applicant holding one of the qualifications in RPZ Valve testing that is recognised by the relevant Water Companies for the purposes of the AIM
 - c. the applicant holding a current calibration certificate for their test equipment, and providing copies of the certificates to WIAPS
 - d. satisfaction of any other conditions specified by law or by WIAPS from time to time and
 - e. in the case of a prospective Business Member, holding and providing WIAPS with proof of insurance of the requisite level set out in clause 4.5.
- 4.2 Each Member shall at all times during the period of its Membership:
 - a. comply with these terms and conditions, the Code of Conduct and any other rules of membership prescribed by WIAPS from time to time
 - b. comply with the Brand Guidelines

- c. comply with the Disciplinary Code
 - d. comply with the Audit Procedure and any action required following any audit by the person who conducts it
 - e. maintain the recognised qualification(s) required by WIAPS and/or the Regulations
 - f. renew annually, and in accordance with the manufacturer's instructions if required more frequently, a calibration certificate for test equipment
 - g. use all due skill, care and attention in the provision of its services
 - h. not do anything which WIAPS reasonably considers might damage the reputation of WIAPS or the Scheme.
- 4.3 It is the responsibility of each Business Member to adhere to the following requirements during its term of Membership:
- a. ensure that only the Approved RPZ Valve Tester(s) employed by the business undertakes testing of RPZ Valves
 - b. comply with the insurance requirements set out in clause 4.5
 - c. a Business Member shall inform WIAPS within 14 days of the termination of employment of any of its Individual Members and shall promptly return all Membership cards issued to ex-employees along with all other relevant paperwork (including but not limited to Membership certificates)
 - d. a Business Member will be removed from the Scheme if it does not employ any Individual Members and will need to re-apply to the Scheme upon employing a qualified RPZ Valve tester who qualifies for Membership of the Scheme
 - e. a Business Member shall ensure that all Individual Members employed by it from time to time adhere to the Code of Conduct and all other relevant laws, regulations, standards and codes referred to in these terms and conditions
 - f. where requested in the course of an audit under clause 5 below, a Business Member must provide all requested information on work carried out by the Individual Members it employs.
- 4.4 The cost of Scheme Membership for Approved RPZ Valve Tester Businesses / Approved RPZ Valve Testers is currently met by the Water Companies who subscribe to and fund the Scheme but may be subject to change. If WIAPS introduces a charge for Membership it will do so in accordance with clause 14 (Changes to these terms and conditions).
- 4.5 All Business Members must maintain or otherwise be covered by the following insurance during their term of Membership in respect of the work they undertake:
- a. public liability insurance to a level not less than £2 million in aggregate; and
 - b. where the business employs anyone, employer's liability insurance to at least the minimum level required by law.
- 4.6 Membership renewal is on an annual basis. Any Membership which is not renewed on or before the renewal date will automatically expire. In order to renew Membership, the relevant Member must satisfy the conditions set out in clause 4.1 above and complete the relevant renewal form and submit it to WIAPS with the required supporting documents on or before the renewal date.

- 4.7 For the purpose of membership of the Scheme, RPZ Valve testers are not considered Approved Contractors as defined in the Regulations and are therefore not exempt to the notification requirements set out in Regulation 5.
- 4.8 Where an applicant for the grant or renewal of Membership satisfies the conditions set out above, WIAPS may nevertheless refuse to grant or renew Membership if WIAPS (acting on behalf of the Water Companies subscribed to the Scheme) is not satisfied that the applicant is qualified and competent to carry out RPZ Valve tests in accordance with the AIM. In considering any application for grant or renewal of Membership WIAPS may take into account any information it considers relevant, including (but not limited to) information provided by WaterSafe, any Water Company, or the operator of any scheme similar to the Scheme.

5 Auditing of Members

- 5.1 WIAPS or any Water Company subscribed to the Scheme may audit Members' work in order to ensure that the requisite level of compliance is maintained in accordance with the Regulations and the requirements of the Scheme from time to time. Members must co-operate in any such audit.
- 5.2 Business Members who register with the Scheme are required to indicate:
- a. which Water Company supplies water in the area from which the Business Member's principal business is operated; and
 - b. where the Business Member employs Individual Members work across multiple areas in the UK, a list of all Water Companies supplying those areas and the Water Company that the Individual Member will do the majority of their work in.
- 5.3 Audits will be undertaken in accordance with the Scheme's Audit Procedure. WIAPS or the relevant Water Company may carry out the audit or appoint a third party to do so.
- 5.4 Members must provide any information reasonably requested by a person conducting an audit under this clause 5 within 14 days of such request. Auditor may also require access to premises in order to witness testing being carried out. Members should facilitate this access to their customers premises, where this is requested.
- 5.5 Where a person conducting an audit requests, the relevant Member must enable that person to observe the Member carrying out a test of an RPZ Valve. If that person requires the Member to carry out the test at a test facility nominated by the person conducting the test then the Member must attend the facility to conduct the test.
- 5.5 Any remedial actions required as a result of an audit shall be undertaken at the Member's own expense and within the timeframe directed by WIAPS.
- 5.6 Details of failed audits may be shared with third parties such as other Approved Contractors' schemes and WaterSafe.

6 Demonstrating ongoing competence

- 6.1 WIAPS may require Individual Members to complete an online annual assessment of competence. Where this assessment is not passed or is not completed within one month of the request then under the disciplinary procedure WIAPS, may suspend the relevant Membership and take further disciplinary action against the relevant Member.
- 6.2 At any time during an Individual Member's Membership if an audit of that Individual Member has not been undertaken within the last five years and the Individual Member has not completed recognised RPZ training within the last three years then WIAPS may require that Individual Member to successfully pass a recognised refresher training course. Any Individual Member who has been asked to provide satisfactory evidence of passing a recognised refresher course training but does not do so within 3 months, will be subject to disciplinary action under the disciplinary procedure.
- 6.3 All Approved RPZ Valve Testers must be able to demonstrate at all times that they have been regularly testing RPZ Valves within the last 12 months.

7 Commissioning and compliance testing and reporting of RPZ Valves

- 7.1 Commissioning and compliance testing and reporting of RPZ Valves
- 7.2 Commissioning and compliance testing and reporting of RPZ Valves shall be in compliance with the most recent version of the AIM.
- 7.3 A completed commissioning and/or compliance test report must be submitted to the relevant Water Company within 10 working days of completion of the testing.

8 Code of Conduct

- 8.1 The Scheme has a Code of Conduct which sets out the standards of behaviour expected by Members.
- 8.2 Failure to comply with the Code of Conduct could result in disciplinary action and ultimately, termination of Scheme Membership.

9 Disciplinary Code

- 9.1 The Scheme operates a Disciplinary Code which sets out the procedure to be following when it is alleged that a Member has failed to comply with the Regulations and/or these terms and conditions of Membership. In these terms and conditions any reference to WIAPS taking disciplinary action means action in accordance with the Disciplinary Code.
- 9.2 WIAPS reserves the right to terminate Membership for breach of these terms and conditions in accordance with the Disciplinary Code.

10 Termination or Expiry of Membership

- 10.2 Upon termination or expiry of Membership, Members will be required to return all merchandise relating to the Scheme, including but not limited to all membership ID cards and membership certificates.
- 10.3 Upon termination or expiry of Membership, Members must also immediately cease to use any Scheme logos on advertising material, company vehicles and company stationary.
- 10.4 Termination or expiry of Membership shall result in the removal of a Member's details from the public search facility for the Water Regs UK and WaterSafe websites.
- 10.5 The Scheme shall notify in writing the relevant Water Company of a Member's termination or the expiry of the Member's membership, along with WaterSafe and the other Approved Contractors' schemes that operate sector schemes for RPZ Valve testers.
- 10.6 Termination or expiry of Membership shall not affect any rights or liabilities accrued prior to termination or expiry, and any provision of these terms and conditions which is explicitly or implicitly intended to survive termination or expiry shall continue to have effect, including (but not limited to) clause 10 and clause 12.

11 Change of Employer

- 11.1 Where an Individual Member changes employer, he must inform WIAPS within 14 days of the change and return all Scheme membership / ID cards naming the previous employer to WIAPS. All such membership / ID cards shall at all times remain the property of WIAPS. Any such membership / ID cards referencing previous employers shall be invalid.

12 Limitation of Liability

- 12.1 Members understand and accept that all liabilities and disputes relating to workmanship, products installed, charges and anything else connected to work carried out as a result of introductions via the Scheme, are solely their responsibility.
- 12.2 Nothing in the terms and conditions shall limit or exclude WIAPS's liability for:
 - a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
 - b. fraud or fraudulent misrepresentation or
 - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 12.3 In this clause 12 any reference to liability means liability to any prospective, current or former Member arising under or in connection with these terms and conditions or Membership of the Scheme, whether such liability arises in contract, tort (including negligence), breach of statutory duty, misrepresentation, or any other way.
- 12.4 Subject to clause 12.2, WIAPS shall not be liable for any:

- a. loss of profit or revenue
 - b. loss of sales or business
 - c. loss of opportunity or contracts
 - d. loss of or damage to goodwill or reputation; or
 - e. indirect or consequential loss.
- 12.5 Subject to clause 12.2, WIAPS's total liability shall not exceed £1,000,000.
- 12.6 The limit on liability set out in clause 12.5 is based on the limits of the relevant insurance policies that Water Regs UK has obtained. By applying for the grant or renewal of Membership the applicant acknowledges that this is a commercially reasonable limit. Water Regs UK may agree a higher limit, subject to being able to obtain appropriate insurance cover up to that higher limit and subject to the applicant agreeing to pay any additional costs that Water Regs UK incurs in obtaining that insurance. Any such agreement concerning a higher limit of liability shall be effective only if made in writing signed by Water Regs UK and the applicant.
- 12.7 These terms and conditions contain the entire agreement between WIAPS and any Member or prospective Members concerning Membership of the Scheme. In applying for the grant or renewal of Membership each applicant confirms that it has not relied on and shall have no remedy (subject to clause 12.2) in relation to any warranty or representation that is not set out in these terms and conditions.
- 12.8 If any provision or part-provision of these terms and condition is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the terms and conditions.

13 Data Protection

- 13.1 Water Regs UK respects your privacy and is committed to protecting your personal data. Water Regs UK will use all information in accordance with the applicable data protection law.
- 13.2 Water Regs UK collects personal data in order to process applications for Membership, to provide a publicly available list of WIAPS members. Members will also be listed on the WaterSafe website. Our full privacy policy can be found on the Water Regs UK website.

14 Changes to the terms and conditions

- 14.1 WIAPS may make changes from time to time to these terms and conditions, the Audit Procedure, Code of Conduct, Disciplinary Code, or any other documents relating to the Scheme (together the '**Scheme Documents**').
- 14.2 If WIAPS makes changes to the Scheme Documents in order to reflect changes in applicable law or regulation or the AIM then such changes shall take effect when WIAPS publishes the change on its website. Any Member who objects to the change may terminate its Membership by giving written notice to WIAPS within 30 days after publication.
- 14.3 If WIAPS makes changes to the Scheme Documents for any other reason, then such changes shall take effect between WIAPS and a Member the first time that Member completes the annual renewal process after WIAPS publishes the change on its website. By completing the renewal process the Member agrees to the change.