



WRAS Recognised Test Laboratory Agreement

This Agreement is between the Water Regulations Approval Scheme Limited, (“WRAS”), with its principal office located at Unit 13, Willow Road, Pen y Fan Industrial Estate, Crumlin, Gwent, NP11 4EG, and the company identified immediately below (“Test Laboratory”), with its principal office located at the address specified immediately below:

Company Name: _____

Company Address: _____

Laboratory Category (check one): ☐ First-Party Test Laboratory¹

☐ Independent Testing Laboratory

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¹ see definitions in document WRAS.Gen-601: “WRAS Approvals Terms & Definitions”

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WRAS Recognised Test Lab Agreement Version Control		
Version	Issue Date	Summary of change(s)
WRAS.Cust-404 Ver 1.0	20/10/2020	New Document
Ver 2.0	01/04/2021	Document re-issued in the name of the new legal entity: Water Regulations Approval Scheme Limited
Ver 3.0	16/11/2023	#63: Effective date updated to the date agreement signed. #65: Agreement period clarified and annual renewal for first party labs removed. Appendix B: WRAS contact details added
Ver 4.0		#45: Clarification of retention times of information provided by the laboratory #47: Clarification of rules for disclosure of information #48-57: new Data Protection section #60: change to location of WRAS price list for Laboratory Recognition Fees #70: Indemnity applicable to both parties #71: Confirmation neither party liable to the other for specified losses #73: Liability shall not exceed £10M #74: Insurance clarification #79: removal of the effective period of the agreement Appendix C- Processing, Personal Data and Data Subjects

Introduction

- 1 The WRAS Approval Schemes (“the Schemes”) and the WRAS Products and Materials Directory are owned and operated by the Water Regulations Approval Scheme Limited (“WRAS”).
- 2 To be eligible for WRAS approval products or materials must be capable of being lawfully installed or used in the UK.
- 3 The WRAS Approvals Scheme Requirements & Code of Practice (WRAS.Cust-402) sets out what an Approval is.
- 4 WRAS will apply the criteria for Laboratory Recognition consistently as defined in WRAS.Cust-405 and will provide suitably competent personnel, including trained auditors and technical experts as defined in WRAS.Cust-406 for assessment against the recognition requirements.
- 5 This agreement sets out the obligations and responsibilities of WRAS and the Test Laboratory in relation to the Recognition of the Test Laboratory.
- 6 The definitions in document WRAS.Gen-601: WRAS Approvals Terms & Definitions shall apply throughout.

Eligibility and Scheme Compliance

- 7 The Test Laboratory hereby acknowledges that it has received, read, and understands all of the WRAS Product and Materials Approvals Scheme Requirements Documents as defined in WRAS.Gen-601.
- 8 The Test Laboratory:
 - a. represents and warrants that it currently satisfies all of the applicable requirements set out in the Requirements Documents
 - b. shall at all times, where activities relate to WRAS Approvals, perform its responsibilities under and comply with the Requirements Documents
 - c. represents and warrants all test report and supplementary information it provides to WRAS regarding this agreement, submitted as part of an application to the Products and Materials Approval Schemes, is accurate and complete in all respects unless previously agreed in writing with WRAS, and
 - d. shall notify WRAS as soon as it becomes aware of any failure to comply with the Requirements Documents that may have an impact on the validity of any test results reported to WRAS, including for example, but not limited to, the identification of significant equipment failure or incorrect calibration.
- 9 Without limiting the generality of the foregoing, in performing testing to support WRAS Approvals, the Test Laboratory agrees to use only Approved Test Methods and shall perform all testing in a professionally competent manner and in accordance with the Requirements Documents and WRAS Guidance.
- 10 WRAS may update, amend and/or establish new or additional WRAS Guidance and amend the Requirements at any time at its sole discretion. WRAS will notify the Test Laboratories of its requirements for Recognition and of any changes to those

requirements. It shall take account of views expressed by interested parties before deciding on the precise form and effective date of the changes. When WRAS notifies the Laboratories of any changes to those requirements it will specify the date by which they must be implemented, giving the Test Laboratory reasonable time to implement such changes.

- 11 If the Test Laboratory is an Independent Testing Facility, the Test Laboratory shall not enter into any agreement with customers for testing that is intended to be used to support an application for WRAS Approval, where the terms or conditions of their agreement regarding WRAS Approval are inconsistent with this Agreement or the Requirements Documents.

Requirements for First Party Laboratories

- 12 If the Test Laboratory is a First-Party Test Laboratory, it shall not make any claim or assertion of testing, or compliance with the WRAS Approvals Scheme in connection with the sale, license, distribution or other delivery of any product or service to a third party, except by reference to a final Approval granted by WRAS.
- 13 First-Party Test Laboratories will only perform testing for the purpose of WRAS Approvals on products that are wholly owned/ produced by the organisation that either owns/ controls the Test Laboratory or is covered by a specific third party agreement.
- 14 If a Product tested by a First Party Test Laboratory is found by WRAS not to fulfil the requirements for WRAS Approval, then the Test Laboratory must instigate an investigation and report the reason(s) for the failure to WRAS. WRAS will review the investigation and assess whether the root cause and any corrective actions are satisfactory to WRAS and whether there may be any impact on other Approvals. WRAS may seek further information or instigate an on-site Laboratory inspection and make an assessment of the root-cause and potential corrective actions.
- 15 If WRAS accept that the root cause is the result of a failing within the design process or the production of the product, then the First Party Test Laboratory shall follow appropriate procedures to ensure the root cause is rectified.
- 16 If WRAS accepts that the root cause is the result of the First Party Test Laboratory's testing process then:
 - a. the First Party Laboratory may only re-submit test reports if it has identified the cause of the failure and rectified the failing to the satisfaction of WRAS,
 - b. WRAS reserves the right, subject to the disputes and complaints processes set out at clause 36, to require the manufacturer to use only Independent Test Laboratory for all future testing of other products, for the purposes of seeking WRAS Approval, until WRAS or its authorised representative has carried out an audit of the First-Party Laboratory and WRAS is satisfied with the audit results.

Investigations into Laboratories failing to meet Recognition requirements

- 17 Where a concern regarding the ability of the Test Laboratory to meet the requirements set out in the Requirements Documents or the Test Laboratory's obligations under this Agreement is identified or raised with WRAS, WRAS will record the concern and may carry out any investigation it considers appropriate. The Test Laboratory will fully co-

operate with any investigation that WRAS carries out. WRAS will notify the Test Laboratory and ask it to respond to the concerns raised.

- 18 WRAS will review the Test Laboratory's response to WRAS's notice under clause 17 and assess whether the concerns are valid and whether the response identifies the root cause and whether any corrective actions taken by the Test Laboratory are satisfactory to WRAS. WRAS may seek further information or instigate an on-site inspection of the Test Laboratory.
- 19 WRAS will inform the Test Laboratory of the outcome of WRAS's investigation and the conclusions that WRAS has drawn from it. If WRAS determines that actions are required to be taken by the Laboratory to maintain Recognition or otherwise to ensure compliance with the terms of this Agreement, WRAS will give the laboratory written notice of the actions required, the timescale(s) for compliance with those requirements and the consequences of the failure to address the requirements within the timescales.
- 20 If, in WRAS' view, the Laboratory fails to provide satisfactory evidence of compliance with the requirements, notified pursuant to clause 19, to maintain Recognition or comply with any other terms of this Agreement, WRAS may:
 - a. place the Laboratory in remediation (as described at clause 22a below); and / or
 - b. suspend, or partially suspend the Recognition of the Laboratory (as described at clause 22b below); and / or
 - c. reduce the scope of Recognition or withdraw Recognition; and / or
 - d. impose such other sanctions as, in the reasonable opinion of WRAS, are appropriate (which may include, without limitation, withdrawal of Recognition (as described at clause 22c below)).

WRAS will give the Laboratory notice within 5 working days of imposing any such sanctions. Withdrawal of Recognition may be imposed where the Laboratory fails to carry out the actions of which WRAS has given notice to the Test Laboratory the terms of clause 19 within the timescales specified and where withdrawal of Recognition has been specified as a consequence.

Sanctions

- 21 WRAS may impose sanctions on Recognised Laboratories if WRAS considers that the laboratory has not, or cannot continue to, comply with the requirements set out in the Requirements Documents or the Test Laboratory's obligations under this Agreement. In deciding the severity of any non-conformance, whether to apply sanctions and which sanctions to apply, WRAS will consider the following factors:
 - a. Risk to public health
 - b. Proportionality and the potential impact of any failure by the Laboratory to meet requirements
 - c. Sufficiency of evidence of failure to meet requirements
 - d. Any other factors as WRAS considers are reasonably necessary to ensure that the process is fair and just to all concerned
- 22 These sanctions include:

- a. "Remediation"- WRAS may, upon written notice, place the Test Laboratory it into remediation. If WRAS does so then the Test Laboratory shall carry out any corrective action set out in that notice within the timescales specified in that notice. Unless otherwise instructed by WRAS, the Test Laboratory may continue to perform Testing during remediation as long as it is in compliance with all requirements notified to the Test Laboratory by WRAS associated with such remediation. WRAS reserves the right to suspend or withdraw Recognition where the Test Laboratory fails to meet those requirements or to complete any of the corrective actions within the specified timescales.
 - b. "Suspension" – WRAS may, upon written notice to the Test Laboratory, place it into suspension. The suspension shall continue until WRAS gives the Test Laboratory written notice that WRAS is satisfied that the Test Laboratory has remedied the issue that prompted the suspension and is capable of complying with the requirements set out in the Requirements Documents or the Test Laboratory's obligations under this Agreement. During the period of suspension, test reports from the Test Laboratory will not be accepted as part of WRAS Approvals applications and this status will be indicated on the Website.
 - c. "Withdrawal" – WRAS may, upon written notice to the Test Laboratory, withdraw its Recognition. The withdrawal shall take effect from the date of the notice.
- 23 Sanctions can be 'full', covering entire full scope of accredited activities, or 'partial' covering part of the scope (such as a specific location or specified test). WRAS may publish details of organisation to which sanctions apply on the Website, once the process has been completed, including any appeals.
- 24 The Test Laboratory acknowledges that maintaining the integrity of the Products and Materials Approval Scheme is of the utmost importance to WRAS. Accordingly, the Test Laboratory agrees that following any suspension or withdrawal, and thereafter until such time as the Test Laboratory's Recognition has been fully reinstated by WRAS in writing, the Test Laboratory shall neither accept nor test any Product for Testing explicitly for WRAS approval, nor state or imply that the Test Laboratory is authorised to perform such testing for the purpose of application to the WRAS Approval Scheme.
- 25 When Recognition is suspended or withdrawn, test reports from the Test Laboratory will no longer be accepted as evidence to support WRAS Approval applications. The Test Laboratory must inform all:
- a. their relevant existing customers who would be affected by the sanction; and
 - b. prospective customers requiring testing to support applications for WRAS Approvals, of this status.
- 26 Existing issued test reports, and any WRAS Approvals based upon them, will remain unaffected as they were issued before the sanction was applied, **unless** it transpires that they were issued incorrectly by the Test Laboratory. In this case, WRAS will contact the affected clients.
- 27 WRAS has confidentiality agreements in place with the Recognised Laboratories. This means that WRAS cannot declare publicly why a sanction has been imposed.

Notification of Sanctions:

- 28 All sanctions made against Recognised Test Laboratories will be issued in writing, detailing the situation and reasons for the restrictions being applied to the Recognition status.
- 29 Any notification of Sanctions will be authorised by a WRAS Director. Written notice shall identify the reason(s) and scope of any suspension or withdrawal of recognition and provide the date it will take effect.
- 30 Appeals against sanction decisions may be made in writing to the Managing Director of WRAS. These must clearly set out the reasons the Test Laboratory feels that remediation and Recognition requirements have been met. The Test Laboratory will be offered an opportunity to discuss their appeal before a decision is made. After which the Test Laboratory will be notified of the decision in writing.
- 31 The Test Laboratory can make a final appeal in writing to the Chair of WRAS detailing its reasons for believing that the initial appeal decision was incorrect. The Chair may appoint a panel with relevant experience, having made reasonable enquiries to ensure no member of such panel has a conflict of interest, to review the appeal and make a recommendation. The decision of the Chair in determining such appeal shall, be final and binding on the parties.

Remediation & Reinstatement:

- 32 The Test Laboratory may apply for reinstatement as a Recognised Test Laboratory after an applicable revocation period specified by WRAS which will be identified in the notification.
- 33 Re-instatement will require the Test Laboratory to re-apply under the same terms as a new applicant. Additional surveillance measures may be applied.

Communication

- 34 Designated Contact: In order to facilitate communications between the parties, each party shall define a designated primary contact person (a "Primary Contact") and an alternate contact ("Alternate Contact") for the purposes of this Agreement. The contact details for each party's initial Primary and Alternate Contact, shall be provided in Appendix B. Either party may change these contact points by notice in accordance with clause 87 below.
- 35 Notices: All notices under this Agreement shall be given in writing in the English language and shall be deemed to have been duly given if sent by hand, by courier, or by electronic facsimile to the intended receiving party's Primary Contact at the address specified below. Notices shall be deemed to have been received by the addressee one business day after dispatch by overnight courier as above, or the next business day if delivered by hand or sent by facsimile to the addressee's correct address.
- 36 Complaints and Disputes: If the Test Laboratory disputes a decision that WRAS has made relating to the Recognition of the Test Laboratory then the Test Laboratory shall refer the dispute to the complaints process in accordance with this clause 36. The Test Laboratory shall not seek any other remedy (including commencing any court proceedings) until the Applicant / Approval holder has exhausted the complaints process. To refer a dispute to the complaints process the Test Laboratory shall notify the WRAS Approvals Manager in writing setting out why the Test Laboratory disputes the relevant decision. Where the Test Laboratory refers a dispute to the complaints process WRAS and the Test Laboratory shall comply with the following process:

Stage 1: The WRAS Approvals & Enquiries Manager will review the complaint and take such action as he or she considers appropriate to resolve the complaint.

Stage 2: Where the Test Laboratory is not satisfied with the outcome of Stage 1, the Test Laboratory shall write to the Managing Director of WRAS setting out details of the complaint and why the Test Laboratory is not satisfied with the outcome of Stage 1. The Managing Director shall review the complaint and take such action as he or she considers appropriate to resolve it.

Stage 3: If a Test Laboratory is dissatisfied with the way a complaint has been dealt with by the Managing Director, the Test Laboratory shall request a review by the WRAS Chairman. The Chairman may appoint a panel with relevant experience to investigate the complaint and make a recommendation. The WRAS Chairman shall take such action as he or she considers appropriate to resolve the complaint.

Each stage of the complaints process shall be complete when the WRAS decision-maker responsible for that stage provides a written notice to the Test Laboratory setting out the action he or she considers appropriate to resolve the complaint and confirming that stage of the complaints process has been completed.

- 37 Public Statements: Once a recognition letter has been issued and for the period of recognition, the following phrase may be used publicly:

"[Insert name of the test laboratory] is recognised by WRAS Approvals. This allows test reports within its scope of recognition to be submitted to WRAS in support of a WRAS approval application."

- 38 In addition, the following optional phase may be added to describe the Test Laboratory's scope of testing agreed with WRAS: "The scope of recognition includes the following [list scope]"

- 39 Unless otherwise authorised by the other party in writing, neither party may make any other public statements regarding this Agreement or its terms (without prejudice to clause 23).

- 40 Non-exclusivity of Relationship: The Test Laboratory acknowledges that WRAS intends to enter into agreements similar to this Agreement with third parties, and that such third parties may also appear on the Approved Laboratory List.

Confidentiality

- 41 Subject to clauses 42, 44, 45 and 46 both WRAS and the Test Laboratory undertake to:
- (i) keep Confidential Information strictly confidential and not to divulge to any third party, any confidential Information the other party without prior written consent of that other party;
 - (ii) not use or exploit the Confidential Information in any way except for the purpose;
 - (iii) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purpose; and
 - (iv) apply the same security measures and degree of care to the Confidential Information as the recipient applies to its own confidential information, which the recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

- 42 Each party may disclose the other party's Confidential Information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations

- under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with clauses 42 and 44; and
- 43 Subject to clause, 43, 45, 46 and 47, no party may use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 44 WRAS may make information relating to granted and expired Approvals available to the Water Companies. This information will be limited to information that is, or was, available in the public domain, the dates an approval changed status, photographs and any other further information the Applicant or Approval Holder have given permission to share.
- 45 It is acknowledged and agreed that WRAS shall be entitled to retain all information provided by the Test Laboratory for the entire duration of this Agreement and for up to ten years following the granting of an approval for which the information provided by the laboratory was dependant. This includes, but is not limited to, test reports and Inspection reports and supporting documents provided for the inspections, provided that Confidential Information is kept secure at all times.
- 46 Nothing in this agreement shall prevent a party from disclosing or otherwise using information if (i) the information is in, or enters, the public domain other than as a result of a breach of this agreement, (ii) the information was known to that party prior to receiving it from the other party, (iii) the information is received from a third party not subject to a duty of confidentiality, or (iv) such disclosure or use of the information is required by any rule of law or the order or direction of a court or regulatory body of competent jurisdiction, or (v) where such disclosure is permitted by any other term of this Agreement.
- 47 Nothing in this agreement shall prevent a party from disclosing or otherwise using information if such disclosure or use of the information is required, in the reasonable opinion of WRAS, for the purpose of mitigating a risk relating to public health, provided that such disclosure is made only to government bodies and subject to prior notice being provided to the other party (unless the provision of such prior notice is prevented by rule of law or the order or direction of a court or regulatory body of competent jurisdiction). For the avoidance of doubt government bodies, for the purpose of paragraph 47, includes (but is not limited to) drinking water quality regulators and National Accreditation Bodies.

Data Protection

- 48 For the purposes of clauses 49 to 56, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 49 In these clauses 49 to 56 Applicable Data Protection Laws shall mean:
- to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
 - to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which WRAS is subject, which relates to the protection of personal data.

- 50 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. These clauses 48 to 56 are in addition to, and do not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 51 The parties have determined that for the purposes of Applicable Data Protection Laws WRAS shall process the personal data as set out in paragraph 1 of Appendix C as processor on behalf of the Test Laboratory.
- 52 Should the determination in clause 51 change, the parties shall use all reasonable endeavours make any changes that are necessary to these clause 48 to 56 and Appendix C.
- 53 Without prejudice to clause 50, the Test Laboratory will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data which WRAS processes in connection with this Agreement, in the capacity of a processor on behalf of the Test Laboratory ("Test Laboratory Personal Data") to WRAS and lawful collection of the same by WRAS for the duration and purposes of this Agreement.
- 54 In relation to the Test Laboratory Personal Data, Appendix C sets out the scope, nature and purpose of processing by WRAS, the duration of the processing and the types of personal data and categories of data subject.
- 55 Without prejudice to clause 50, WRAS shall, in relation to Test Laboratory Personal Data:
- a. process that Test Laboratory Personal Data only on the documented instructions of the Test Laboratory, which shall be to process the Test Laboratory Personal Data for the purposes set out in Appendix C (Processing, personal data and data subjects) unless WRAS is required by applicable law to otherwise process that Test Laboratory Personal Data (the "Purpose"). Where WRAS is relying on applicable law as the basis for processing Test Laboratory Personal Data, WRAS shall notify the Test Laboratory of this before performing the processing required by the applicable law unless the applicable law prohibit WRAS from so notifying the Test Laboratory on important grounds of public interest. WRAS shall inform the Test Laboratory if, in the opinion of WRAS, the instructions of the Test Laboratory infringe Applicable Data Protection Laws,
 - b. implement the technical and organisational measures set out in Appendix C to protect against unauthorised or unlawful processing of Test Laboratory Personal Data and against accidental loss or destruction of, or damage to, Test Laboratory Personal Data, which the Test Laboratory has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - c. ensure that any personnel engaged and authorised by WRAS to process Test Laboratory Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality,
 - d. assist the Test Laboratory insofar as this is possible (taking into account the nature of the processing and the information available to WRAS), and at the Test Laboratory's cost and written request, in responding to any request from a data subject and in ensuring the Test Laboratory's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators,

- e. notify the Test Laboratory without undue delay on becoming aware of a personal data breach involving the Test Laboratory Personal Data,
 - f. maintain records to demonstrate its compliance with these clauses 49 to 56,
- 56 The Test Laboratory provides its prior, general authorisation for WRAS to:
- a. appoint processors to process the Test Laboratory Personal Data, provided that WRAS:
 - i. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on WRAS in these clauses 49 to 56,
 - ii. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of WRAS, and
 - iii. shall inform the Test Laboratory of any intended changes concerning the addition or replacement of the processors, thereby giving the Test Laboratory the opportunity to object to such changes provided that the Test Laboratory shall not object to the changes if it cannot demonstrate, to WRAS's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law.
 - b. transfer Test Laboratory Personal Data outside of the UK as required for the Purpose, provided that WRAS shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Test Laboratory shall promptly comply with any reasonable request of WRAS, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).
- 57 The parties liability for losses arising from breaches of this clauses 49 to 56 is as set out in clause 72 and 73 respectively.

Impartiality

- 58 WRAS requires that all Certification and Approval activities are conducted in an impartial and objective manner and to this end the Test Laboratory shall ensure that its staff adhere to the highest standards of integrity. The Test Laboratory shall identify and manage any potential conflicts of interests that may appear throughout its operations that may affect the testing related to WRAS Approvals and shall comply with the binding code of conduct set out in Appendix A.
- 59 The Test Laboratory shall maintain a strict separation between (i) the testing activities, (ii) application management processes that it offers in connection with the Scheme and (iii) the provision of other services.

The Test Laboratory shall promptly notify WRAS of any situation that is known to the Test Laboratory that may present their organisation or WRAS with any actual or potential conflict of interest.

Fees:

- 60 The Test Laboratory shall pay WRAS the charges and expenses for the review of the Test Laboratory's application, auditing and inspection of the Test Laboratory, the administration of the renewal of the Test Laboratory's Recognition, and any other activities related to the Laboratory Recognition (the '**Fees**'). A (non-exhaustive) list of the fees can be found in Appendix A of WRAS.Cust-405 Recognition of Test Laboratories.
- 61 At the Test Laboratory's request WRAS shall provide a written estimate of the Fees before starting work. If WRAS provides an estimate the Test Laboratory must acknowledge the estimate and either accept or reject it in writing within 14 days of the date of issue. If the Test Laboratory asks WRAS to start any of the work referred to in the estimate, the Test Laboratory is deemed to have accepted the estimated. If the Test Laboratory does not accept the estimate WRAS shall not be obliged to carry out the work.
- 62 WRAS will endeavour to undertake the required work based on a written quotation and fixed price. If the audit cannot be completed in the time quoted due to a failure of the Test Laboratory to provide sufficient personnel or resources as required by the audit plan, an additional audit may be required which may incur additional costs which will be agreed in advance.
- 63 All of the Fees shall be payable in Pounds Sterling.
- 64 The Fees are exclusive of value added tax, which the Test Laboratory shall pay to WRAS in addition at the rate set by applicable law. The Test Laboratory shall in addition pay any other taxes, customs, or duties chargeable on the Fees or the work to which the invoice relates.
- 65 WRAS shall raise its invoices in an electronic format and issue them to the Test Laboratory via email.
- 66 Any query over an invoice must be raised in writing to WRAS within 30 days of the date of the fee note. If no query is so raised within this period the fee will be immediately due and payable without any right of further explanation, amendment or dispute. WRAS have a statutory right under the Late Payment of Commercial Debts Regulations 2013 to add interest and late payment at an annual rate of 8% plus the Bank of England base rate, calculated from the date of presentation of the invoice and to include charges for any costs of recovery, which will be added to and payable with any invoiced amounts due. WRAS also reserves the right to stop work and suspend or withdraw Recognition on financial grounds if payment of any fees billed is unduly delayed.
- 67 WRAS may require payment before carrying out any work or incurring any costs in relation to it, including (without limitation) where the work relates to overseas work for which WRAS will incur travel costs or where the Test Laboratory is established outside the UK.
- 68 WRAS reserves the right to vary their fees charge specified in this agreement, annually (normally on the 1st April) provided that WRAS shall give the Test Laboratory 60 days written notice of such variation.
- 69 The increase shall not be more than 15% in any one year unless inflation as measured by RPI exceeds this value.

Indemnity & Insurance

- 70 Nothing in this agreement shall limit or exclude either parties liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors,
 - fraud or fraudulent misrepresentation, or
 - any other liability that cannot be so limited or excluded under law.
- 71 Neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- loss of profits or revenue,
 - loss of sales or business,
 - loss of opportunity or contracts,
 - loss of or damage to goodwill or reputation, or
 - indirect or consequential loss,
- (in each case) arising under or in connection with this agreement (but save in the case of fraud).
- 72 Without prejudice to clause 71, WRAS's total liability to the Test Laboratory under or in connection with this Agreement, shall not exceed £1,000,000.
- 73 Without prejudice to clause 71, the Test Laboratory's total liability to WRAS under or in connection with this Agreement, shall not exceed £10,000,000.
- 74 The limit of liability set out in clause 71 and 72 is based on the limits of the relevant insurance policies that parties have obtained. The parties acknowledge that this is a commercially reasonable limit. WRAS may agree a higher limit, subject to being able to obtain appropriate insurance cover up to that higher limit and subject to the Test Laboratory agreeing to pay any additional costs that WRAS incurs in obtaining that insurance. Any such agreement concerning a higher limit of liability shall be effective only if made in writing signed by WRAS and the Test Laboratory.
- 75 Each party shall exercise reasonable skill and care in performing its obligations under the agreement. Except as set out in this Agreement each party excludes all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law.
- 76 If the Test Laboratory is recognised, or has applied for Recognition, as an Independent Testing Facility, then the Test Laboratory shall obtain and maintain for the duration of this Agreement and for a period of six years after its termination adequate insurance against the Test Laboratory's liabilities under this Agreement and at WRAS's request shall provide WRAS with such evidence of that insurance as WRAS may reasonably request.

Terms & Termination

- 77 This Agreement takes effect on the date on which it is signed by the Laboratory (the 'Effective Date').

- 78 This Agreement shall not confer any rights on any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise
- 79 WRAS will notify the Test Laboratory how continuing conformity with the scheme requirements will be monitored in order that it may maintain Recognition. The frequency of monitoring will be determined by WRAS in accordance with the guidance given in WRAS.Cust-405; *Requirements for Laboratory Recognition*, and will depend on the scope and scale of the Recognition. In addition to planned surveillance visits WRAS reserves the right to carry out additional or unscheduled visits and in particular to verify that any notified changes to its requirements for recognition have been implemented.
- 80 Upon termination of this Agreement, The Test Laboratory agrees that, unless otherwise instructed by WRAS or the applicable Applicant, it will complete all Testing services then in progress pursuant to written agreements in effect with the relevant Applicant immediately prior to such termination.
- 81 Termination. The Test Laboratory may terminate this Agreement without cause upon 30 days prior notice to WRAS. WRAS may terminate this Agreement:
- a. upon 30 days prior notice to The Test Laboratory if WRAS is also terminating all other similar agreements with WRAS approved Test Laboratory's within the Applicable Laboratory Category or
 - b. immediately and without notice in the event of any attempted assignment or subcontract by the Test Laboratory in violation of clause 92 below.
- 82 Either party may terminate this Agreement if:
- a. the other party commits a breach of any material provision of this Agreement; which, for purposes of termination by WRAS, shall include without limitation, any failure of The Test Laboratory to comply with the Requirements Documents, or
 - b. the other party becomes insolvent or files a voluntary or involuntary proceeding in bankruptcy, or has a receiver appointed to administer its assets, or if the other party becomes subject to a dissolution, liquidation or other winding-up of its business.
- 83 Except as otherwise provided elsewhere in this Agreement, in the event a party desires to terminate this Agreement in connection with any curable breach by the other party, the non-breaching party shall give the breaching party written notice of the breach and, in the event the breach is not cured within 30 days, or in the event the breach is not of a nature that can be cured, then the non-breaching party may terminate this Agreement immediately upon written notice thereof.
- 84 Termination of this Agreement shall not affect the rights and liabilities of either party accrued prior to termination.

General

- 85 **Governing Law:** This Agreement and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 86 **Amendments:** Except as expressly provided in this Agreement no modification or amendment to this Agreement shall be effective unless made in a writing and executed

by both parties. No waiver under this Agreement in one instance shall affect a waiver in any other instance.

- 87 **Entire Agreement:** This Agreement, together with the Requirements Documents (which are hereby incorporated into and made a part of this Agreement), represent the parties' entire agreement and understanding with respect to the subject matter hereof, superseding all prior written or other agreements pertained thereto. In the event of any conflict between the terms of this Agreement and the terms of any of the Requirements Documents, the terms of this Agreement shall govern to the extent necessary to resolve such conflict. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement
- 88 **Independent Contractor:** It is understood and agreed that each of the parties hereto is an independent contractor of the other and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of the other. All personnel supplied or used by The Test Laboratory shall be deemed employees or subcontractors of the Test Laboratory and will not be considered employees, agents or subcontractors of WRAS for any purpose whatsoever. The Test Laboratory assumes full responsibility for the actions of all such personnel while performing its obligations hereunder.
- 89 **Force Majeure:** Neither party will have any liability to the other in respect of any delay in carrying out or failure to carry out any of its obligations under this Agreement, due to fire, strikes or other industrial action or dispute, acts of Government, or any other circumstances outside the reasonable control of the organisation.
- 90 **Compliance with Applicable Law:** The Test Laboratory shall comply with all applicable laws in carrying out its obligations under this Agreement and (if applicable) its agreements to provide laboratory services to Applicants in connection with the Products and Materials Approval Scheme. In the event The Test Laboratory is unable to perform any of its obligations hereunder due to applicable law, The Test Laboratory shall promptly inform WRAS of such law. In the event any provision of this Agreement is unenforceable under applicable law, that provision will be stricken from this Agreement for so long, and only to the extent necessary, to make the remaining portions of this Agreement effective, but only if by doing so, the essential purposes of this Agreement remain in effect.
- 91 **Assignment:** This Agreement may not be assigned by the Test Laboratory without WRAS's prior written consent, which consent may be withheld for any or no reason.
- 92 **Subcontracting:** The Test Laboratory may subcontract any or all of the Testing undertaken on behalf of WRAS Approval Applicants to any third party which is recognised by WRAS, including Laboratories recognised as a "secondary recognised laboratory" (within the meaning of WRAS.Cust-405 Recognition of Test Laboratories) for the relevant scope of testing. For the avoidance of doubt the test report including such subcontracted testing will only be accepted by WRAS subject to any sub-contracted laboratory being recognised by WRAS for the relevant scope of testing.

This Agreement is made on the date that WRAS confirms receipt of a copy signed on behalf of the Test Laboratory.

Signed on behalf of the Test Laboratory:

Signature _____

Organisation _____

Title/Position _____

Name _____

Date _____

Appendix A: WRAS Impartiality and Confidentiality Declaration (External Party)

The WRAS Approvals Schemes for Water Fittings and Materials operate under the conditions detailed in the ISO/EN 17065 standard for the Conformity Assessments of Certification Bodies. This places great importance on the management of impartiality within the scheme and as such requires (in section 6.2.2) that all external parties who contribute to the certification process sign a statement to commit themselves and their organisation to the following:

- Comply with all the rules and policies defined by WRAS, including those relating to the confidentiality of information and independence from commercial and other professional interests.
- Have read, understood and comply with the WRAS Approvals & Certification Scheme Impartiality Policy (WRAS.Admin-103).
- Reveal any situation known to them that may present their organisation or WRAS with a conflict of interest.

Declaration:

As an external party to the WRAS Approvals scheme, I recognise the importance of these requirements regarding impartiality and confidentiality in ensuring the proper conduct within the WRAS Products and Materials Approvals Schemes, and I agree to abide by its terms.

I confirm that I have reviewed and understood the above, and on behalf of the Organisation stated below, will reveal to WRAS Management any situation which arises that may present WRAS with a conflict of interest in the delivering of WRAS Approval & certification schemes.

Signature _____

Organisation _____

Title/Position _____

Name _____

Date _____

Appendix B: Initial Points of Contact

The Test Laboratory Primary Contact:

Name: _____

Email: _____

Phone: _____

WRAS Primary Contact:

Name: Ian Hughes

Email: ian.hughes@wrasapprovals.co.uk

Phone: 01495 787848

The Test Laboratory Alternate Contact:

Name: _____

Email: _____

Phone: _____

WRAS Alternate Contact:

Name: Susanne Durie

Email: susanne.durie@wrasapprovals.co.uk

Phone: 01495 787845

Appendix C- Processing, Personal Data and Data Subjects

1. Particulars of processing

- a. **Scope and nature and purpose of processing:** the personal data will be collected and processed by WRAS for the purpose of administering this Agreement. WRAS will not collect or process any high-risk personal data.*
- b. **Duration of the processing:** the term of this Agreement or up to 10 years from the granting of an Approval, whichever is longer.*
- c. **Types of personal data:** first name, last name, email address, telephone numbers.*
- d. **Categories of data subject:** Test Laboratory employees and any applicants whose names and email addresses are included in emails or other materials supplied by the Test Laboratory to WRAS.*

2. Technical and organisational measures

https://www.wrasapprovals.co.uk/site_information