

# Water Industry Approved Plumbers Scheme (WIAPS) Education 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:

<b>Application Form</b>	the WIAPS Education Sector application form, as applicable
<b>Approved Contractor</b>	has the meaning set out in the Regulations. Please note Members of the Education Sector <u>are not</u> Approved Contractors
<b>Brand Guidelines</b>	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
<b>Business Member</b>	an organisation who is a member of WIAPS. This type of membership is not relevant to the Education Sector where only individuals join the scheme
<b>the Customer</b>	users or potential users of Members' services
<b>Disciplinary Code</b>	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
<b>Education Sector</b>	WIAPS membership category for students and lecturers
<b>Individual Member</b>	an individual student or lecturer who has been allocated a unique WIAPS membership number starting with 'EDU'
<b>Lecturer Member</b>	an individual lecturer member who has been allocated a unique WIAPS membership number starting with 'EDU'
<b>Member</b>	an Individual Member or Business Member. Please note the Education Sector does not have business members
<b>Membership</b>	membership of the Scheme
<b>Notification</b>	notification of an installation as required by Regulation 5 of the Regulations and the AIM
<b>the Regulations</b>	the Water Supply (Water Fittings) Regulations 1999
<b>Regulator</b>	the Secretary of State
<b>Scope of Education Sector</b>	Members of the Education Sector are <b>NOT</b> Approved Contractors as defined in the Regulations.  Where installers are separately approved as an Approved Contractor, they must meet their scheme's requirements
<b>Student Member</b>	an individual student member who has been allocated a unique WIAPS membership number starting with 'EDU'

<b>the Scheme</b>	the Water Industry Approved Plumbers Scheme, which shall include all Sector Worker schemes
<b>Water Company</b>	the water company responsible for supplying water in a particular region of the UK, otherwise known as: - the licensed wholesaler; or - water undertaker, as defined in the Water Industry Act 1991
<b>WaterSafe</b>	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
<b>WIAPS</b>	The Water Industry Approved Plumbers Scheme
<b>Water Regs UK</b>	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
<b>Water Regs UK Website</b>	<a href="http://www.waterregsuk.co.uk">www.waterregsuk.co.uk</a>

- 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 Individual Members of the Education Sector 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 granting of, 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 students and lecturers. Membership does not confer recognition from any Water Company that is not subscribed to the Scheme.

## 3 Benefits of Membership

- 3.1 WIAPS will provide resource(s) to help student members learn about the Regulations and to help lecturer members teach the Regulations.

- 3.2 Individual Members will receive technical updates relating to the Scheme or the Regulations.
- 3.3 Individual Members are issued with a membership certificate to confirm their status as either student or lecturer members of the Education Sector of the Scheme.
- 3.4 Members may not display any WIAPS logo on their company stationery and vehicles, subject to complying with the Brand Guidelines.
- 3.5 Members are not Approved Contractors.

## 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 individual Member
  - b. the applicant is studying for a plumbing qualification recognised by the Scheme for entry into full membership or the applicant teaches a plumbing qualification recognised by the Scheme for entry into full membership
  - c. satisfaction of any other conditions specified by law or by WIAPS from time to time.
- 4.2 Each Member shall at all times during the period of its Membership:
  - a. comply with these terms and conditions and any other rules of membership prescribed by WIAPS from time to time
  - b. comply with the Brand Guidelines
  - c. not do anything which WIAPS reasonably considers might damage the reputation of WIAPS or the Scheme.
- 4.3 The cost of Membership for the Education Sector is currently met by the Water Companies who subscribe to and fund the Scheme but this may be subject to change. If WIAPS introduces a charge for Membership it will do so in accordance with clause 9 (Changes to these terms and conditions).
- 4.4 Lecturer membership must be renewed annually. Each 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
- 4.5 Student membership will expire when the recognised course is due to be completed. A student can apply to renew membership if they start a new recognised course. Any membership which is not renewed on or before the renewal date will automatically expire. 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.
- 4.6 On successful completion of the recognised course students will be invited to apply to join WIAPS as full plumbing members. Applicants must meet the entry requirements for the membership sector that they apply for.
- 4.7 For the purpose of membership of the Scheme, student or lecturers who are part of the Education Sector are not considered Approved Contractors as defined in the Regulations and are therefore not exempt to the notification requirements set

out in Regulation 5.

## 5 Disciplinary Code

- 5.1 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.
- 5.2 WIAPS reserves the right to terminate Membership for breach of these terms and conditions in accordance with the Disciplinary Code.

## 6 Termination or Expiry of Membership

- 6.1 Upon termination or expiry of membership, Members will be required to return all merchandise relating to the Scheme, including but not limited to membership certificates.
- 6.2 The Scheme shall notify in writing the relevant Water Company of the termination or expiry of a membership.
- 6.3 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 6 and clause 7.

## 7 Limitation of Liability

- 7.1 Members understand and accept that all liabilities and disputes relating to workmanship, products installed, charges and anything else connected to work carried out, are solely their responsibility.
- 7.2 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.
- 7.3 In clause 7 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.
- 7.4 Subject to clause 7.2, 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.
- 7.5 Subject to clause 7.2, WIAPS's total liability shall not exceed £1,000,000.

- 7.6 The limit on liability set out in clause 7.5 is based on the limits of the relevant insurance policies that Water Regs UK has obtained. By applying for the granting of 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.
- 7.7 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 granting of or renewal of Membership each applicant confirms that it has not relied on and shall have no remedy (subject to clause 7.2) in relation to any warranty or representation that is not set out in these terms and conditions.
- 7.8 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.

## 8 Data Protection

- 8.1 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.
- 8.2 Water Regs UK collects personal data to process applications for Membership, to provide membership services such as providing resources to members and to invite members to apply for full membership. Our full privacy policy can be found on the Water Regs UK website.

## 9 Changes to the terms and conditions

- 9.1 WIAPS may make changes from time to time to these terms and conditions, the Disciplinary Code, or any other documents relating to the Scheme (together the **'Scheme Documents'**).
- 9.2 If WIAPS makes changes to the Scheme Documents to reflect changes in applicable law or regulation then such changes shall take effect when WIAPS publishes the change on its website. Any Member who objects to the change may terminate their Membership by giving written notice to WIAPS within 30 days after publication.
- 9.3 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 renewal process after WIAPS publishes the change on its website. By completing the renewal process the Member agrees to the change.