



## BBA APPROVED INSTALLER SCHEME CONTRACT

Solid Wall CPS ~ BBA Approved Installer ~ PAS 2030 2019 Certification

<b>Company Name</b>	
<b>Registered Address</b>	
<b>Website</b>	
<b>Registration Number</b>	
<b>Guarantee Provider (CPS)</b>	
<b>Director(s) Full Name(s)</b>	
1.	
2.	
3.	
<b>Main Director's Home Address (Including Postcode)</b>	
<b>Applicant Full Contact Name</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

NB: If the applicant operates from multiple offices and/or depots then a separate contract is required for each.

**Director(s) have you been, or are you currently, Office Holder or Director of any other BBA Approved Company?**

Yes  No  *(If yes, please provide details, including the Company Name, and your role within this Company) For*

each measure below, the BBA offers an Installer Scheme that is PAS 2030 2019 compliant. Kindly mark an 'X' in each box for the measures you are applying for to be a BBA Approved Installer, PAS 2030 2019 certified and/or Competent Person Scheme. We also offer Trustmark Approval for all our PAS measures.

Measure	BBA Approval	PAS2030 2019 Approval	CPS	Trustmark
<b>Cavity Wall Insulation</b>				
<b>Loft Insulation</b>				
<b>External Wall Insulation</b>				
<b>Internal Wall Insulation</b>				
<b>Hybrid (only if EWI &amp; IWI ticked)</b>				
<b>Pitched Roof Insulation</b>				
<b>Flat Roof Insulation</b>				
<b>Draught Proofing</b>				
<b>Floor Insulation</b>				
<b>Energy Efficient Windows &amp; Doors</b>				
<b>Room in Roof</b>				



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Have you during the last 2 years been registered on one of the following Schemes: Approved Installer Scheme, Competent Person Scheme or PAS (Eco Installer) Scheme? YES / NO .

If Yes, please give details of Scheme Provider below and reason for leaving the scheme.

Do you install BBA Certified Products?    Yes     No

If Yes please add details of the products and any Manufacturer training undertaken (please send any training certificates with application)

Signed on behalf of the Applicant:

Position		Signature	
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The signatory:

- accepts the BBA's offer to carry out the Work described in the terms and conditions of the BBA Installer Schemes;
- agrees to pay the BBA any Fees due for the Work and the approval; and
- confirms that he/she has read, understood and accepted on behalf of the Applicant the terms and conditions of the BBA Installer Schemes.

On receipt of this signed contract the BBA will send you an invoice; payment terms are 30 days from date of invoice.

### Terms and Conditions of the BBA Installer Schemes

Details of the BBA Installer Schemes are set out on the first page of the contract. An installer joining a BBA Installer Scheme (an 'Installer') may, at its discretion, also elect to be PAS 2030 2019 Approved. There are additional criteria to be met, as defined in the code of practice, but there is no additional cost and the technical monitoring requirements are the same.

In consideration of a non-refundable Fee the BBA will, if it is satisfied that the Installer meets the relevant Scheme requirements, approve the Installer for a measure(s) and/or certify the Installer under the PAS 2030 2019, normally for one year. Hereinafter this is known as 'the Fee'.



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Subject to satisfactory completion of any work deemed necessary, the BBA will provide pre-approval and inspection services that meet the requirements of the BBA Installer Scheme which the Installer has applied to join and, where relevant and available, BBA certification under the PAS 2030 2019, all of which hereinafter is known as the '**Work**'.

The Work will include office assessments and inspections of installations in progress and/or completed. If these assessments are completed to the satisfaction of the BBA, this will enable the Installer to hold the status of a BBA Approved Installer and, if appropriate, be certified under PAS 2030 2019. An Installer will be approved and certified by the BBA as a BBA Approved Installer at its absolute discretion.

The number of office assessments and inspections and the fee for the BBA approved installer is normally taking regard of inspecting or assessing a representative % of the installations completed by the Installer over the 12-month period preceding the setting of or the revision of the Fee for each measure for which they are approved by the BBA and/or certified by the BBA under the PAS 2030 2019. The above percentage will be as per the BBA approved installer scheme and/or the PAS 2030 2019 (if applicable) stated percentage per measure.

Inspections or assessments that have been arranged, but which cannot be successfully completed by the BBA due to reasons attributable to the Installer, e.g. late cancellation/postponement by the Installer, will be subject to a non-completion charge. The amount of any non-completion charge will be determined by the BBA and separately at the then current rate by the BBA.

The BBA will, at its discretion and at a time of its choosing, charge an administration fee for applications that do not result in the Applicant meeting the requirements to be approved by the BBA. The administration fee shall be calculated by the BBA but shall be no more than 10% of the Fee and will be deducted from any refund of the Fee due to the Applicant.

The BBA reserves the right to carry out visits additional to the normal regime, for example when serious discrepancies or concerns or substantiated complaints are encountered; these are not covered by the Fee and will be notified and charged separately by the BBA.

All Fees and other payments due will be payable in accordance with the BBA's payment terms of 30 days from date of invoice.

#### **Installer Obligations**

The Installer must:

- a) carry out all installations in accordance with any BBA Installer Scheme requirements as notified to the Installer during any inspection process or from time to time by the BBA;
- b) co-operate with the BBA and provide any information it requests related to BBA approval and/or PAS 2030 certification and the Installer's compliance with the requirements of the BBA Installer Schemes, including details of on-going and completed installations, which the BBA can share with the manufacturers of relevant products and systems, for example to facilitate the agreement of Installers' method statements and the improvement of installation processes;
- c) immediately provide to the BBA full details of any defect or failure of which it becomes aware in respect of any product or system that the Installer has installed or any installation which the Installer has carried out under a BBA Installer Scheme and, if appropriate, under the PAS 2030 2019 certification. For the avoidance of doubt, the Installer is required to notify such details whether it considers that the defect or failure is due to the product or system which has been installed or the installation itself. The BBA may undertake an investigation to determine whether the product used in the installation complies with its specification and whether the installation has taken place in accordance with the requirements of the relevant BBA Installer Scheme and (if appropriate) the PAS 2030 2019;
- d) Only accept properties for the installation of cavity wall insulation from a Property Assessor who provides you with their valid Cavity Assessor Surveillance Scheme Unique Assessment Reference (UAR) for each such property referred to you



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- e) have, maintain and make available to the BBA clear, easy to understand literature and documentation, in particular for work that is outside the scope of their BBA Approval or certification;
- f) reference the BBA and use the relevant BBA logo only in accordance with the BBA Guidelines relating thereto;
- g) allow the BBA to carry out inspections, assessments and surveillance as determined by the BBA; and
- h) pay Fees and charges promptly and in accordance with the BBA's payment terms.

#### **Disclosure of Reports**

The rights in, and to any report produced by the BBA in respect of an installation carried out by the Installer shall remain with the BBA at all times. The BBA reserves the right, at its sole discretion, to disclose the contents of any such report to a third party.

#### **The Fee**

The non-refundable fee for approving the Installer under the relevant BBA Installer Scheme will be specified by the BBA, and will be payable, normally annually, in advance.

In order to achieve and maintain certification under the PAS 2030 2019, it may be necessary for the Installer to pay non-refundable fees to the PAS 2030 2019 Oversight Body, which may be collected by the BBA on behalf of that Body.

#### **Intellectual Property Rights (IPR)**

The IPR and all other rights in the BBA Installer Schemes and BBA certification under the PAS 2030 2019, including, without limitation, those for BBA branding and BBA logos, belong to the BBA.

While the BBA approval or certification is valid, the BBA grants to the Installer a non-exclusive licence to:

- a) use the relevant BBA Logo strictly in accordance with the current or later versions of the "BBA Brand Guidelines" (available on the BBA website); and
- b) disclose, publish and make known that it is a BBA Approved Installer or BBA certified under the PAS 2030 2019.

This licence can be suspended or revoked at any time by the BBA including and without prejudice to the generality of the foregoing upon the suspension or revocation or expiry of the approval or certification.

#### **Suspension or Revocation of Status as a BBA Approved Installer Status or BBA Certified PAS 2030 2019 Installer**

The BBA shall be entitled to suspend or revoke its approval or certification of an Installer at any time by notice in writing to the Installer without repayment of the Fee or any part thereof if:

- a) the Installer does not meet its obligations as described above;
- b) in the BBA's opinion there is non-compliance by the Installer with the relevant BBA Installer Scheme requirements, as may be changed from time to time by the BBA, or other BBA requirements;
- c) any information becomes available that was not at the BBA's disposal prior to approval and/or certification of the Installer which indicates that the Installer is not compliant with any of the requirements of the relevant BBA Installer Scheme;
- d) the Installer fails to pay to the BBA any fees within the time limits determined by the BBA;
- e) the Installer goes into liquidation or has a receiver or administrator appointed over any part of its business;
- f) in the opinion of the BBA the Installer misrepresents the BBA approval, name or logo or brings the BBA name or logo into disrepute;
- g) the BBA loses confidence in the Installer, either corporate body or controlling individuals, as far as the BBA Approved Installer Scheme is concerned
- h) the Installer misrepresents the BBA approval, name or logo or brings the BBA name or logo into disrepute;



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- i) the Installer promotes itself as, or states or implies in any way that it is BBA approved or BBA certified if promoting, seeking, carrying out or giving notification of work outside the scope of its BBA approval or BBA certification;
- j) the Installer fails to resolve a substantiated complaint or fails to inform the BBA of any defect or failure which it becomes aware of in respect of any installation which the Installer has carried out; or
- k) the Installer informs the BBA that it no longer wishes to be approved by the BBA.

#### **Effect of Expiry, Suspension or Revocation of Status as a BBA Approved Installer Status or BBA Certified PAS 2030 2019 Installer**

Upon expiry or upon receiving notice of suspension or revocation:

- a) all licences granted by BBA to the Installer will cease immediately;
- b) the Installer shall immediately cease to use the BBA name or logo in relation to the approval or in any way hold out that they are BBA approved including the withdrawal and/or cancellation of any related leaflets, publications or promotional material;
- c) the Installer shall take all reasonable and appropriate steps to advise of such expiry, suspension or revocation all parties who may be affected by the expiry, suspension or revocation;
- d) the Installer shall remove any reference to the BBA from its website(s); and
- e) the BBA may publicise in any way it deems appropriate the fact that the approval has expired or been suspended or been revoked and may so advise any person or organisation or audience that it considers appropriate and in any way that it considers appropriate to receive such information and/or related information, including the reason(s) for expiry, suspension or revocation.

#### **Variation**

The BBA reserves the right to modify or amend these terms at any time. The BBA shall ensure that an up-to-date version of these terms is available on the BBA website.