



# THE Q POLICY

**(1) Q ASSURE BUILD LIMITED**

**- and -**

**(2) COMPANY NAME**

**DEVELOPER REGISTRATION NUMBER:**

**QDXXXXXXXX**

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**TERMS OF BUSINESS AGREEMENT  
DEVELOPER REGISTRATION**

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**DD MONTH YYYY**



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## INTRODUCTION

### PURPOSE OF THIS AGREEMENT

In any relationship between two businesses it is important to understand the roles and expectations of all parties and their obligations to each other.

This Agreement sets out what you, as a registered Developer, can expect from Q and in turn what Q and our underwriters expect from you. It also sets out our joint responsibilities to the Policyholder in relation to their policy cover.

Q takes its commitment to Treating Customers Fairly very seriously: the underlying principle of The Q Policy is to adopt a fair, reasonable and consistent approach with all of our stakeholders during the build process and ensuring a consistent approach to claims decisions and cover.

It is very important that you read this document carefully in conjunction with the policy document as all companies will have legal responsibilities and obligations under this Agreement.

### OVERVIEW OF AGREEMENT

All Developers which register with Q are required to comply with this Agreement. The conditions of the Agreement apply to all developments registered and/or constructed by the Developer during the term of the Agreement.

In accordance with [Section 4.13](#), this Agreement may be amended from time to time and any such amendments will apply to all developments registered with Q at any time after notice of such amended Agreement has been given.

This Agreement is effective from the date stated at the beginning.

Compliance by the Developer with this Agreement is a condition precedent to the Underwriter providing insurance for any proposed New Homes.

Defined terms used in this Agreement are as set out in [Section 1.1](#) of this Agreement.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by and construed by the laws of England & Wales and subject to the exclusive jurisdiction of the courts of England.

**If you have any queries relating to this Agreement or relating to the policy cover provided under The Q Policy, please contact Q at [admin@qassurebuild.co.uk](mailto:admin@qassurebuild.co.uk)**



THIS AGREEMENT is dated DD Month YYYY

## BETWEEN:

- (1) **Q Assure Build Limited** a private limited company incorporated in England & Wales whose Registered Office is at **11 Milbanke Court, Milbanke Way, Bracknell, Berkshire, RG12 1RP** and whose company registration number is 727 7528 ("Q").
- (2) **Company Name** a private limited company incorporated in England & Wales whose Registered Office is at **Company Address, Address, City, County, Postcode** and whose company registration number is XXXXXXXX ("Company").

## WHEREAS:

- (A) **Q Assure Build Limited** is the Policy Administrator for The Q Policy (which is a Structural Defects Insurance product for New Build, Converted & Refurbished Residential Properties).
- (B) **Company Name** is a Developer which arranges and sells New Build Residential, Converted & Refurbished Properties in the United Kingdom.

## IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In this Agreement:

<b>Approved Inspector</b>	any person, sole trader, partnership, company or other organisation authorised by the Construction Industry Council which carries out the Building Control function for the Development.
<b>Builder</b>	The Company which is responsible for the construction, refurbishment or conversion of the New Homes on the Development.
<b>Building Regulations</b>	The Building Regulations that govern the construction of the New Home which were in force at the time the "notice to build" was deposited with the Local Authority or Approved Inspector.
<b>Customer Service Guarantee Period</b>	The 2-year period commencing from the Effective Date of a policy during which the Developer is responsible for addressing any valid Defects reported by the Policyholder. <b>Please note – this is also referred to as the Defects Insurance Period or Defects Liability Period.</b>
<b>Consumer Code for New Homes / Consumer Code / the Code</b>	Any reference to the Consumer Code or the Code is to the Consumer Code for New Homes, an industry-led, mandatory Code of Conduct which has been established to ensure that best practice is followed by registered Developers in respect of the marketing and selling of New Homes, and also sets expected standards for after sales customer care service. All Q Registered Developers must comply with the requirements of the Consumer Code for New Homes.
<b>Damage</b>	<ul style="list-style-type: none"><li>- The destruction of, or physical damage to, any portion of a New Home covered by The Q Policy for which a completion date has been agreed and signed off by the Q Surveyor;</li><li>or</li><li>- The threat of imminent collapse of the structure, where Q agrees that immediate remedial action is required to prevent destruction of or physical damage to a New Home.</li></ul> In either case, the Damage must be directly caused by a Defect.
<b>Defect</b>	A fault, due to a breach of either The Q Technical Requirements or the Building Regulations, by the Developer / Builder or anyone employed by the Developer / Builder or acting for the Developer / Builder, in the design or construction of the New Home, which existed at the completion date but was undiscovered or not known to exist. <i>Failure to follow The Q Technical Standards or the Approved Documents of the Building Regulations (or the equivalent guidance in the part of the UK in which the New Home is located), does not in itself amount to a Defect, as there may be other ways that the required performance or standards can be achieved.</i>



<b>Developer</b>	The Company named in this Agreement which is the company from whom a Policyholder purchases their New Home. This may or may not be the same as the Builder.
<b>Development</b>	An area of land which is covered by a single detailed planning consent or a series of consents, relating to continuous development by the Developer.
<b>Effective Date</b>	The date of legal completion of the New Home purchase or the date at which the Developer decides to rent the property as opposed to sell it, whichever stimulates first occupation of the New Home. This is the date on which cover under this insurance policy commences. If any New Home has not been sold or rented within the first twelve months following the completion date, then the Effective Date will automatically become the date twelve months from the completion date of the unit.
<b>Independent Dispute Resolution Process</b>	The independent process led by the Centre for Effective Dispute Resolution, which provides low-cost and effective dispute resolution in the event that a dispute about a matter covered by the Consumer Code for New Homes arises between a Policyholder and a registered Developer.
<b>Insurance Certificate</b>	The valid Insurance Certificate issued by Q to the Policyholder, which provides cover under either Section 1 or Sections 2, 3 & 4 of The Q Policy for the New Home registered by the Developer, constructed by the Builder and signed-off by The Q Surveyor.
<b>Mediation Process</b>	The process by which Q will attempt to resolve policy related disputes between the Policyholder and the Developer/Builder, which occur during the Customer Service Guarantee Period.
<b>New Home</b>	Any new build property, refurbishment or conversion registered with Q, which is sold by the Developer and which is being or has been built by the Builder on a Development.
<b>Policyholder</b>	The person, as named on the Insurance Certificate, who purchases the New Home from the Developer.
<b>Site Registration Confirmation</b>	The document that confirms which plots have been registered by the Developer for a Development.
<b>The Q Policy</b>	The Structural Defects Insurance Policy from Q that forms the contract between Q and the Policyholder for the cover as described in the policy. The policy (among other things) describes the Developer / Builder's obligations to the Policyholder and the insurance cover.
<b>The Q Policy Documents</b>	The relevant documents which are issued to form the contract between Q and the Policyholder which include: the Insurance Certificate and the Policy.
<b>The Q Technical Manual</b>	The Technical Manual which contains The Q Technical Requirements and The Q Technical Standards, which is made available to the Developer / Builder by Q. <i>If we need to refer to The Q Technical Manual when we are dealing with a claim, we will refer to the Manual that applied at the time when the New Home was registered with Q.</i>
<b>The Q Register</b>	A list of all Developers and Builders which are registered with Q and have signed a Terms of Business Agreement.

- 1.2 The purpose of this Agreement is to set out the terms and conditions that apply to a Developer registered with Q, and when Q accepts a proposal for a Development under the terms of The Q Policy and subsequently agrees to issue a Policy for the New Homes.
- 1.3 In this Agreement (including the terms defined in Section 1.1), the singular includes the plural.
- 1.4 Reference to any statute, statutory provision or statutory instrument will be construed as a reference to that statute, provision or instrument together with all rules and regulations made under it from time to time as amended, modified, re-enacted, extended or consolidated.
- 1.5 The headings in this Agreement are for ease of reference only and do not in any way control, limit or amplify the terms of this Agreement, nor will they affect the construction or interpretation of this Agreement.
- 1.6 The relevant Q Policy documents should be read carefully and in conjunction with this Agreement.



## 2. DURATION OF AGREEMENT

- 2.1 The duration of this Agreement will be for a period of one calendar year unless the Agreement is terminated early in line with [Clause 5 - Termination of the Agreement](#).
- 2.2 It is intended that this Agreement will be renewed on an annual basis for a further 12 months, provided that the Developer:
- 2.2.1 meets the Q Registration terms (including provision of information for renewal);
  - 2.2.2 is not in material breach of any of its obligations under this Agreement;
  - 2.2.3 there has been no material change in the financial circumstances of the Developer;
  - 2.2.4 any credit checks or other checks carried out under [Clause 4.18](#) do not return any adverse results;
  - 2.2.5 in relation to the Consumer Code for New Homes, the Developer is not in material breach of their obligations under the Code, has not been subject to sanctions by the Code and annually provides Q with the signed Code Member Agreement contained in [Appendix 1](#) of this Agreement.
- 2.3 In the event of the termination of this Agreement, the Developer remains liable for meeting any obligations required by this Agreement for all New Homes which have been registered with Q while the Agreement was still valid. Specifically, the Developer is required to meet all obligations placed upon them under the Customer Services Guarantee Period which also covers situations where any remediation or repair carried out during the Customer Services Guarantee Period but the remediation or repair was not suitable, sufficient, effective and/or has caused ongoing problems.

## 3. THE DEVELOPER'S RIGHTS AND OBLIGATIONS

- 3.1 The Developer must provide Q with such information as it may reasonably require to show that the following conditions are and continue to be satisfied that:
- 3.1.1 the Developer meets the financial tests required by Q, as varied from time to time. Q reserves the right to carry out financial tests in relation to the Developer's associated companies to ensure that the Developer's group of companies meets Q's underwriting criteria.
  - 3.1.2 the Developer has, and continues to have, the technical ability and the resources to build New Homes to The Q Technical Manual, to ensure that New Homes are so built and to meet the requirements of the Consumer Code for New Homes. In the absence of this condition being met (to be determined at Q's sole discretion) the Developer will (under Q's direction), appoint a Q Registered Builder or a contractor approved by Q, such approval to be given in writing and before any such appointment.
  - 3.1.3 the Developer is capable of meeting its obligations under this Agreement, the Policy and the Consumer Code for New Homes.
- 3.2 The Developer will give Q such security as it may require in order to accept the registration of New Home(s) for the issue of The Q Policy.
- 3.3 The Developer will pay to Q such fees, premiums and taxes as are required from time to time before the Policy will be made available.
- 3.4 The Developer will register each New Home, for which it wishes Q to issue a Policy, not less than **10 working days** before **any** construction work commences on the New Home.
- 3.5 The Developer will (at Q's request) provide Q with the requested information for each and every Development and New Home prior to commencement of that Development and/or New Home.
- 3.6 The Developer will ensure that all statutory approvals as may be required have been obtained before the work commences on any New Home.
- 3.7 Where New Homes are to be constructed on brownfield land or land known to contain contaminants, the Developer must obtain such specific approvals from the relevant Local Authority and/or Environment Agency as may be required.
- 3.8 The Developer must ensure that all relevant Building Regulation approvals are obtained for all New Homes from either the Local Authority or an Approved Inspector.



- 3.9 The Developer will ensure that:
- 3.9.1 all New Homes are built to comply with The Q Technical Manual and in a competent and workmanlike manner to the satisfaction of Q.
  - 3.9.2 where methods of construction or materials do not meet The Q Technical Manual or the guidance contained in The Q Technical Manual, the Developer will obtain Q's written consent to the proposed methods of construction or materials prior to carrying out the work.
- 3.10 Where the Developer contracts with a Builder to construct a New Home, the Developer must:
- 3.10.1 notify Q of the Builder's details with the proposal.
  - 3.10.2 ensure that the Builder is fully registered with Q. The Developer agrees that it is the Developer's responsibility to ensure that the Builder fulfils their registration responsibilities in a timely manner. The Developer also understands that no Insurance Certificates or Cover Notes will be issued by Q for any units registered with Q, unless the Builder is currently and fully registered with Q. This is a condition precedent to the provision of insurance. Q reserves the right to withdraw its services or cover if the appointed Builder is not accepted by Q.
  - 3.10.3 notify Q in writing, of any change to the Builder as soon as practically possible and in any event no later than seven days after the change coming into effect. Q reserves the right to withdraw its services or cover if the newly appointed Builder is not accepted for registration by Q.
- 3.11 The Developer will grant safe and suitable site access to Q and its agents, in order for it to carry out such site visits as Q deems necessary to establish, to its satisfaction, that the New Homes have been, or are being, constructed in line with The Q Technical Manual and in a competent and workmanlike manner.
- 3.12 The Developer agrees to:
- 3.12.1 treat all staff and agents of Q with respect and to provide suitable resource to accompany them on their site visits as required;
  - 3.12.2 comply with any requirements given by Q in relation to the method or manner of construction;
  - 3.12.3 correct any defect notified to them by Q, within the required timescale;
  - 3.12.4 confirm to Q that all defects notified have been actioned;
  - 3.12.5 ensure sufficient information is provided to Q about what actions have been taken to rectify any defects notified;
  - 3.12.6 provide Q with details of any changes in design after construction work has started;
  - 3.12.7 provide Q with copies of any third party warranties, guarantees, approvals, certifications and other such information requested by Q.
- 3.13 The Developer will not permit the sale of a New Home to proceed to legal completion unless the New Home is subject to vacant possession and The Q Cover Note has been issued. The Developer acknowledges that The Q Cover Note will only be issued if the New Home is accepted by Q as being acceptable for insurance purposes and all information requested by Q, has been provided by the Developer.
- 3.14 Prior to the Insurance Certificate being issued to the Policyholder and/or the Policyholder's solicitor, the Developer will supply to Q, **by email**:
- 3.14.1 the full name of the Policyholder(s);
  - 3.14.2 the current email address of the Policyholder;
  - 3.14.3 the full postal address of the New Home;
  - 3.14.4 the contractually agreed selling price of the New Home;
  - 3.14.5 the full name and current email address of the solicitor acting on behalf of the Policyholder.



- 3.15 The Developer agrees to abide by the terms of The Q Policy where it places any obligation or responsibility on them or the Builder, either to Q or to a Policyholder. Specifically, under the requirements of Section 2 of The Q Policy, the Developer agrees to comply with the requirements of the Policy in the two years following the Effective Date of the Policy.
- 3.16 The Developer will agree to co-operate with Q relating to any notified Defects or Damage, and will provide suitable written responses to any correspondence from Q that has been sent to the Developer relating to Defects and Damage, including a full overview of the specific actions which the Developer will take to address the issues. Such correspondence will usually be in email form.
- 3.17 The Developer will report to Q, any Defects or Damage notified to them directly by the Policyholder within 5 working days of receipt of the notification from the Policyholder. Such correspondence to be emailed to Q at [claims@gassurebuild.co.uk](mailto:claims@gassurebuild.co.uk).
- 3.18 Where the terms of the Policy places any obligation or responsibility on the Developer or Builder either to Q, its underwriters or to a Policyholder, the Developer will, at their expense, co-operate with any reasonable request by Q, to assist with the investigation of such claim, including providing adequate resources, plans, specifications and other documentation.
- 3.19 The Developer agrees that in cases where the Developer fails to take action within the agreed timescale, or the action taken is not considered by Q or its underwriters to be suitable, then Q or its underwriters will step in and arrange the required repairs, for which cost the Developer still remains liable and agrees to reimburse Q or its underwriters in full. Costs incurred by Q or its underwriters will be appropriate to the nature of the action required and will be evidenced accordingly to the Developer.
- 3.20 The Developer agrees that they remain liable for all Defects & Damage notified to them for which they are responsible under this Agreement, including in situations where the Developer has taken steps to remediate known issues, but these issues have re-occurred or have caused further problems after the Customer Service Guarantee Period.
- 3.21 The Developer agrees that, in situations where Q or its underwriters incurs costs of any nature relating to a breach of the Developer's obligations under this Agreement, or under the Policy, or under the Developer's obligations to the Consumer Code for New Homes, they will reimburse Q or its underwriters in full, including any costs resulting from fraud or a negligent action by the Developer or their representative. Any costs incurred by Q or its underwriters will be appropriate to the nature of the action required and will be evidenced accordingly to the Developer.
- 3.22 The Developer agrees that where the Underwriter's liability is increased as a result of the Developer's failure to take appropriate action to rectify known Defects or Damage, they will be liable for such costs as Q or its underwriters considers necessary to reimburse the Underwriter's increased liability.
- 3.23 The Developer will provide Q with a signed Code Member Agreement (as provided in [Appendix 1](#)) and agree to comply with the requirements of the Consumer Code for New Homes. They shall ensure that the processes, procedures, good practice and provision of information adopted by the Developer, are of the standard detailed in the requirements of the Code. Where the Developer does not specifically comply with each requirement of the Code, they must demonstrate that their different approach offers no less protection for the Policyholder.
- 3.24 The Developer must make suitable arrangements for the protection of any contract deposit paid by the Policyholder to the Developer for the purchase of a New Home. In order to demonstrate that adequate protection is in place, at site registration stage, the Developer must confirm to Q that one of the following options will be satisfied:
- 3.24.1 the full amount of the contract deposit, reservation fee and any other pre-payments will be held in a client account designed for holding client monies (or other such monies), which is clearly separated from the Developer's cashflow and assets and cannot be accessed by the Developer until legal completion of the property sale takes place. In such circumstances, the Developer will provide Q with signed confirmation from the Solicitor acting on their behalf that these monies will be handled securely, with details of the account in which they are held; **or**
- 3.24.2 the Developer will purchase cover required under Section 1 of The Q Policy.



- 3.25 Prior to any financial transactions taking place with the Policyholder, the Developer will make them aware of how any contract deposit, reservation fee or other pre-payment they make to the Developer will be treated. This must be done in accordance with the deposit protection requirements in Clause 3.24.
- 3.26 The Developer accepts that policy cover will not be provided by Q for a New Home if the Developer cannot confirm that the Policyholder's contract deposit or pre-payments are adequately protected in line with the Consumer Code for New Homes.
- 3.27 The Developer agrees to take part (in good faith) in the Mediation Process in cases where agreement cannot be reached with the Policyholder and to ensure that suitable resource and management is made available to facilitate this process. The Developer agrees to either comply with the results of any decision made by Q or its underwriters as a result of this process, or in accordance with the Mediation Process refer the matter to an independent arbitrator as a next step of escalation, however the Developer will first make all reasonable efforts to comply with the results of any decision made by Q or its underwriters prior to further escalation.
- 3.28 The Developer agrees to abide by the terms of the Consumer Code for New Homes' Independent Dispute Resolution Scheme and agrees to honour any award made under these schemes.
- 3.29 The Developer will provide a clear route of subrogation between Q and the Developer's professional consultants and contractors, allowing Q to take and permit to be taken, all steps necessary to enforce their rights of subrogation against any other party in the name of the Policyholder and/or Underwriter, before or after any payment is made by Q or its underwriters. Waiver of subrogation clauses should not be permitted in any contract between the Developer and their professional consultants or contractors.
- 3.30 While this Agreement is in force the Developer may, in its marketing materials, make reference to Q and The Q Policy. The Q logo will be made available to the Developer in electronically downloadable format following registration, which is permitted to be used on advertising, corporate and marketing documentation provided it is used in line with The Q Brand Guidelines. By signing this Agreement, the Developer agrees to comply with these guidelines and will make any necessary changes to their documentation at the request of Q.
- 3.31 The Developer understands that the Company named in this Agreement as the Developer cannot be named as the Policyholder of The Q Policy for Residential properties for any of the New Homes registered by the Company under this Agreement. The Developer hereby agrees to notify Q of any New Home which is to be rented out instead of sold by the Developer.
- 3.32 The Developer understands that any Director (whether listed at Companies House or not) of the Company named as the Developer in this Agreement, who buys a New Home registered by the Company under this Agreement, may only be permitted to be named as the Policyholder of The Q Policy for Residential properties if they live in the New Home. Furthermore, such policy cover will be limited to Section 3 & Section 4 only. No Director of the Company named as the Developer in this Agreement will be offered Section 1 or Section 2 cover (since these sections are reliant on the continued performance of the Company named as Developer in this Agreement and are therefore directly affected by the actions of a Director of the Company).
- 3.33 The Developer agrees to also notify Q of any New Home purchased by a Director (whether listed at Companies House or not) of the Company named as the Developer in this Agreement, who does not intend to live in the New Home but to rent it to a third party.
- 3.34 The Developer agrees to provide Q with a signed copy of this Agreement (and any appendices) promptly at each renewal and understands that no Insurance Certificates or Cover Notes will be issued by Q for any units registered with Q, unless a current, fully signed Agreement has been provided to Q by the Developer. This is a condition precedent to the provision of insurance.



## 4. Q'S RIGHTS AND OBLIGATIONS

- 4.1 Q will maintain a Register of Developers on which are recorded those Developers which are deemed by Q to be eligible to purchase The Q Policy for the New Homes they sell.
- 4.2 Q will have the right to take such additional security, and to set such additional conditions in a schedule to this Agreement, as from time to time may be deemed necessary in order to ensure that it has sufficient security relating to any liability of Q or the Underwriter.
- 4.3 Q will publish and make available to the Developer and their professional consultants and contractors, The Q Technical Manual, in such format as Q deems appropriate, and may vary them from time to time. Q reserves the right to levy a fee for the supply of The Q Technical Manual.
- 4.4 Q will carry out such investigations as it deems fit to assess the ability of the Developer to fulfil its obligations under this Agreement and the Code Member Agreement for the Consumer Code for New Homes contained in [Appendix 1](#).
- 4.5 Q will set such premiums and fees, and may request security, as deemed necessary, before a Policy for a New Home is issued. Where the actual rebuild value or purchase price of the New Home exceeds the estimates given by the Developer at registration, Q reserves the right to charge the Developer for additional fees and premiums owed prior to issue of an Insurance Certificate.
- 4.6 Q reserves the right to refuse to register any Development or issue any Cover Note or any Insurance Certificate if:
- 4.6.1 the Developer's proposals fail to meet Q's risk assessment for insurance purposes; or
  - 4.6.2 the Developer's proposals fail to meet Q's Technical Manual; or
  - 4.6.3 notwithstanding the Developer obtaining a final/completion certificate from Local Authority Building Control or an Approved Inspector, in Q's opinion the New Home fails to meet Q's Technical Manual; or
  - 4.6.4 an unresolved dispute exists between the Developer and Q or its underwriters; or
  - 4.6.5 an unresolved dispute exists between the Developer and the Policyholder (such refusal not to be made without adequate consideration of the circumstances of that dispute); or
  - 4.6.6 the Developer fails to meet its obligations under this Agreement; or
  - 4.6.7 the Developer fails to meet its obligations under the Consumer Code for New Homes; or
  - 4.6.8 the Developer fails to reimburse Q or its underwriters for any amount due under the terms of this Agreement; or
  - 4.6.9 the Developer fails to renew this Agreement as requested at the annual renewal; or
  - 4.6.10 the Builder appointed by the Developer fails to satisfy Q's registration requirements; or
  - 4.6.11 the Builder appointed by the Developer fails to renew their registration when it is due; or
  - 4.6.12 a notice of termination of this Agreement has been issued or automatic termination provisions have been invoked.
- 4.7 Q has the right to request such reports, certificates, plans, specifications or other information from the Developer as it deems necessary before agreeing to register a Development or issue a Cover Note or Insurance Certificate. For the avoidance of doubt, Q will not be obliged to accept a proposal for any Development notwithstanding that the Developer remains on the Register of Developers.
- 4.8 Q may impose such conditions or endorsements on a Cover Note or Insurance Certificate as it deems necessary.
- 4.9 Subject to Clause 4.6 above, Q will issue the Q Cover Note for a New Home when:
- 4.9.1 Q has carried out such site visits and received such documents as deemed necessary under Clause 4.7;
  - 4.9.2 Q is satisfied that the proposal for the New Home has been accepted and the New Home represents an acceptable risk for insurance purposes, following a final site visit by Q;
  - 4.9.3 all monies payable, or security required, have been received by Q or its underwriters as applicable.
- 4.10 Additionally and subject to all preceding clauses, Q will issue the Insurance Certificate directly to the Policyholder or the Policyholder's Solicitor when:
- 4.10.1 all conditions of Clause 4.9 have been satisfied;
  - 4.10.2 the Developer has provided Q with the details required by Clause 3.14.



- 4.11 If building work has not started within two years of a plot being registered or, where building work had started on a plot, it is not completed within 12 months, then Q and its underwriters will be entitled to cancel the site registration or may set such additional fees and premiums, or require such additional reports or certificates and security as Q deems necessary, before issuing any Cover Note or Insurance Certificate.
- 4.12 Where a Policyholder makes a claim under any part of The Q Policy, Q will notify the Developer. Where the terms of the Policy places any obligation or responsibility on the Developer or Builder either to Q, its underwriters or to a Policyholder, Q will expect the Developer (at their expense) to co-operate fully with any reasonable request by Q to assist with the investigation, including providing adequate resources, facilities, plans, specifications and other documentation.
- 4.13 Q has the right to amend the Agreement terms from time to time. Q will give the Developer a minimum of 28 days' written notice of any change to the terms of the Agreement and the change will take effect from the date set out in such notice.
- 4.14 All sensitive information provided by the Developer to Q for the purposes of registering a development and a plot will be treated as Confidential Information and will not be shared with any unauthorised third parties. However, by registering a site or plot with Q, the Developer grants Q the right to use and reproduce any information provided for site analysis, underwriting, defect analysis, technical review, project review and other purposes required by Q in the business of Structural Defects and insurance.
- 4.15 Q has the right to feature information about registered Developments and New Homes which the Developer has registered with Q, in its marketing information, in print and on the Q website, for the purposes of promoting the Q business and demonstrating the client relationship with the Developer.
- 4.16 Q has the right to share all information provided by the Developer, with the Underwriter and other insurance agents for the purposes of the insurable activities provided by Q.
- 4.17 Q has the right to take appropriate action against the Developer and to share such information with the relevant authorities in situations where false declarations, fraud and other issues are detected.
- 4.18 In order to offer appropriate insurance terms and to comply with the relevant statutory requirements, Q has the right to undertake Financial and Regulatory Sanctions searches, Anti-Money Laundering and other financial checks on the companies registered with Q, as well as the Directors of those companies, and reserves the right to refuse to register any company which is flagged as unsuitable for insurance purposes as well as any company where a Director is flagged as being unsuitable for insurance purposes.

## 5. TERMINATION OF THE AGREEMENT

- 5.1 Q will be entitled to terminate this Agreement without prejudice to any of Q's other rights or remedies under this Agreement and without liability to the Developer by giving notice in writing to the Developer at any time if:
- 5.1.1 the Developer is in breach of any obligation or term of this Agreement and has failed to remedy such breach within 30 days of a written request from Q to remedy the breach; or
  - 5.1.2 the Developer has refused or repeatedly fails to rectify Defects notified to them by Q in writing; or
  - 5.1.3 the Developer's performance of its obligations under this Agreement, based on factual events and recorded evidence, is unsatisfactory under the terms of this Agreement; or
  - 5.1.4 Q or its underwriters, have been required to incur costs relating to a claim made by a Policyholder as a result of the Developer's acts or omissions and the Developer has refused, or failed to in an acceptable timescale, reimburse Q for such costs; or
  - 5.1.5 any monies payable to Q or its underwriters under this Agreement have not been paid when they are due; or
  - 5.1.6 the Developer is the subject of any publicity which, in the opinion of Q, may be detrimental to Q or its underwriters, or if the Developer, its employees or agents act in any way which, in the opinion of Q, may be detrimental to Q or its underwriters, employees, agents and sub-contractors or to the other developers registered by Q; or
  - 5.1.7 the Developer has been subject to sanctions of the Disciplinary Review Panel of the Consumer Code for New Homes which requires Q to remove the Developer from the Register; or
  - 5.1.8 the Developer is subject to a change of ownership or in the opinion of Q becomes otherwise associated with another developer or builder that Q has refused to admit to The Q Register or has removed from The Q Register.



- 5.2 Q has the right to terminate this Agreement with immediate effect at the end of each twelve month period.
- 5.3 The Developer may terminate this Agreement at any time at its own request by giving not less than 28 days' notice to Q in writing by email, in accordance with Clause 6.1.
- 5.4 This Agreement will terminate immediately without notice where the Developer:
- 5.4.1 ceases to carry on its business;
  - 5.4.2 being a sole trader or partnership:
    - 5.4.2.1 has made or has attempted to make any arrangement or composition with his creditors or a petition has been filed for bankruptcy; **or**
    - 5.4.2.2 the sole trader or any member of the partnership becomes bankrupt.
  - 5.4.3 being a company:
    - 5.4.3.1 has made or has attempted to make any arrangement or composition with its creditors; **or**
    - 5.4.3.2 has passed any resolution to stop trading or to enter voluntary liquidation; **or**
    - 5.4.3.3 has a petition for its winding up; **or**
    - 5.4.3.4 enters liquidation; **or**
    - 5.4.3.5 has a receiver or administrative receiver appointed in respect of any of the Developer's affairs. Where this sub-clause applies, the Developer must immediately inform the trustee, receiver, liquidator or administrator as the case may be of Q's interest.
- 5.5 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement will survive termination of this Agreement for any reason and will remain in full force and effect.
- 5.6 The Developer will continue to be bound by the terms of this Agreement (and the requirements of the Consumer Code for New Homes) after its termination in respect of any New Homes for which a Cover Note has been issued.
- 5.7 The Developer will remain liable for any sum payable under the terms of this Agreement after it has been terminated and will, prior to termination, arrange for the execution of a guarantee of its liabilities in favour of Q or make a payment in respect of such liabilities. The amount of such payment or guarantee to be determined by Q as a reasonable estimate of the liability of the Developer even if payment of such sum does not arise until after termination of the Agreement.
- 5.8 The Developer will not be absolved from any actual or contingent liability to Q, its underwriters or to a Policyholder because of the termination of this Agreement. Q reserves the right to refuse entry to the Register, any company on which Board is a Director who previously held office with a Developer or Builder which was registered with Q and failed to meet its liabilities.
- 5.9 Upon termination of the Agreement the Developer will immediately cease using any logos or emblems of Q and will not make any representations that give the impression that it is authorised to issue any Q Policy or that an inspection of a New Home will be undertaken by Q.
- 5.10 Q will cease all inspections and will not issue any of The Q Policy Documents for any New Homes, whether eligible or not, after this Agreement has terminated. Q will, however, honour any Cover Notes or Insurance Certificates that Q has already issued to a Policyholder.
- 5.11 Where this Agreement has been terminated for any reason, the Developer understands that Q will have the right to divulge such information to interested parties including Government agencies, other insurers and home purchasers as necessary.

## 6. NOTICES

- 6.1 Any notices or other document to be given under the terms of this Agreement are to be sent by e-mail to [client@qassurebuild.co.uk](mailto:client@qassurebuild.co.uk).



## 7. DATA PROTECTION

- 7.1 By signing this Agreement, both parties confirm that they will comply with their obligations under the provisions of the General Data Protection Regulation (GDPR) (EU) 2016/679, Data Protection Act 1998 and any successor legislation passed from time to time in connection with any personal data and/or sensitive personal data of which either party is a 'Data Controller' or 'Data Processor' under the provisions of the aforementioned legislation.
- 7.2 The Developer hereby agrees to share the following personal data with Q (and its underwriters and brokers) in order to facilitate the arrangement of the insurance contract:
- 7.2.1 Names and business contact details of the Developer's personnel
  - 7.2.2 Name, address and contact details of customers who are buying a New Home from the Developer
- 7.3 The legal basis for sharing this data is "Contract" in order to fulfil the Developer's obligations under this Agreement and also for legal purposes.
- 7.4 The Developer must ensure that they inform any customers who are buying a New Home from them which personal data will be shared with Q (and its underwriters and brokers) and that this is necessary in order to fulfil the insurance contract. The Developer should refer customers and potential customers to the Q Privacy Statement available on our website at: [www.qassurebuild.co.uk/privacy-statement](http://www.qassurebuild.co.uk/privacy-statement).
- 7.5 The data which the Developer provides to Q will be retained by Q (and its underwriters) for as long as is necessary for the purposes for which it was originally collected and allowed by law. For example, the maximum legally required retention period for certain health and safety related matters is 40 years. The length of time we keep personal information is determined in accordance with the following criteria:
- 7.5.1 data subject's relationship with Q and the types of products or services they have with Q
  - 7.5.2 any limitations periods within which insurance claims might be made
  - 7.5.3 the existence of any relevant proceedings
  - 7.5.4 the length of time it is reasonable to keep records to demonstrate that we have fulfilled our legal obligations
  - 7.5.5 any retention periods prescribed by law, by regulators, professional bodies or associations
- 7.6 The Developer agrees to:
- 7.6.1 ensure that people processing the data are subject to a duty of confidence and that the data supplied is accurate
  - 7.6.2 take appropriate measures to ensure the security of processing
  - 7.6.3 assist Q with providing subject access and allowing data subjects to exercise their rights under the GDPR
  - 7.6.4 assist Q with meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments
  - 7.6.5 co-operate with the relevant supervisory authorities (such as the Information Commissioner's Office)
- 7.7 The obligations set out in this Clause 7 shall remain in force notwithstanding termination of the Agreement.



## 8. OTHER PROVISIONS OF THIS AGREEMENT

### Assignment

- 8.1 The Developer may not assign or sub-contract their benefits and/or their obligations under this Agreement without the consent of Q (such consent not to be unreasonably withheld).
- 8.2 Q reserves the right to assign its benefits and/or its obligations to any company which is a successor of or who, for the time being, is a member of the Q group of companies.

### Disputes

- 8.3 The parties will use their best endeavours to negotiate in good faith and settle amicably within a reasonable period any dispute that may arise out of or relates to this Agreement. In the event that such negotiations fail, the parties will attempt in good faith to settle any dispute by mediation. Each party will bear its own costs and one half of the mediator's fees.

### Variation and Waiver

- 8.4 No waiver, amendment, variation, modification or rectification of this Agreement will be valid unless it is in writing and signed by a duly authorised representative of Q.
- 8.5 No partial exercise of, or failure in exercising, any right under this Agreement will constitute a waiver or preclude any other or further exercise of that or any other right.

### No Partnership

- 8.6 Nothing in this Agreement shall be deemed at law to constitute a partnership relationship between the parties and neither of them shall have any authority to bind the other save as provided for by this Agreement.

### Costs

- 8.7 Unless otherwise expressly provided in this agreement or agreed in writing by the Parties, all costs in connection with the negotiation, preparation, execution and performance of this agreement, shall be borne by the Party that incurred the costs.

### Entire Agreement

- 8.8 This Agreement, any Schedules and Appendices, The Q Policy Documents and The Q Technical Manual hereto contain the entire Agreement between the parties relating to the subject matter thereof and shall supersede any and all promises, representations, warranties and undertakings whether oral or in writing, express or implied unless expressly set out or referred to in this Agreement.

### Law Applicable to this Agreement

- 8.9 This Agreement is governed by the law of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.



**IN WITNESS** whereof the Parties have executed this Agreement by their authorised representative on the date set out below.

**Signed for and on behalf of Q ASSURE BUILD LIMITED**

<b>Name of Authorised Signatory:</b>	<b>Clare M Thomas</b>	<b>Paul Davies</b>
<b>Signature:</b>		
<b>Position of Authorised Signatory:</b>	<b>Managing Director</b>	<b>Chairman</b>
<b>Date:</b>		

**Signed for and on behalf of **COMPANY NAME****

<b>Name of Authorised Signatory:</b>		
<b>Signature:</b>		
<b>Position of Authorised Signatory:</b>		
<b>Date:</b>		



**APPENDIX 1 - CONSUMER CODE FOR NEW HOMES MEMBER AGREEMENT**



**(1) CONSUMER CODE FOR NEW HOMES LTD**

- and -

**(2) COMPANY NAME**

**DEVELOPER CODE REGISTRATION NUMBER:**

**QDXXXXXXX**

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**CODE MEMBER AGREEMENT – V3**

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**DD MONTH YYYY**

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**PURPOSE OF AGREEMENT**

In any relationship between two businesses it is important to understand the roles and expectations of all parties and their obligations to each other. This Agreement sets out what you, as a registered member of the Consumer Code for New Homes, commit to doing in order to comply with the requirements of the Code and to support the implementation and monitoring of the Code’s effectiveness.

The underlying principle of the Consumer Code for New Homes is to ensure that best practice is followed in respect of the marketing, selling and purchasing of New Homes and it sets out expected standards for after sales customer care service.

The Code requirements are mandatory for all registered Developers.

It is very important that you read this document carefully in conjunction with the Code since your company, Directors and sales & site representatives will have legal responsibilities and obligations under this Code Member Agreement.

**OVERVIEW OF AGREEMENT**

All Developers who register with the Code are required to comply with this Agreement. The conditions of the Agreement applies to all developments of New Homes registered and/or constructed by the Developer during the term of the Agreement.

This Agreement may be amended from time to time and any such amendments will apply to all developments registered at any time after notice of such amended Agreement has been given. This Agreement is effective from the date stated at the beginning. Defined terms used in this Agreement are as set out in [Section 1.1](#) of this Agreement.

**If you have any queries relating to this Agreement or relating to the Consumer Code for New Homes, please contact CCNH at [admin@ccnh.co.uk](mailto:admin@ccnh.co.uk).**

**THIS AGREEMENT** is dated **DD Month YYYY**

## BETWEEN:

- (1) **Consumer Code for New Homes Limited** a private limited company incorporated in England & Wales whose Registered Office is at **11 Milbanke Court, Milbanke Way, Bracknell, Berkshire, RG12 1RP** and whose company registration number is 9924709 ("CCNH" or "the Code").
- (2) **Company Name** a private limited company incorporated in England & Wales whose Registered Office is at **Company Address, Address, City, County, Postcode** and whose company registration number is XXX XXXX ("Company").

## WHEREAS:

- (A) **Consumer Code for New Homes Limited** is the Code Sponsor for the Consumer Code for New Homes, an industry-led code of conduct for UK Developers selling New Homes, which gives protection and rights to Buyers of New Homes, ensuring that they are treated fairly and are fully informed about their purchase before and after they sign the contract.
- (B) **Company Name** is a Code Member (or Developer) which sells New Homes in the United Kingdom.

## IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In this Agreement:

<b>Agent</b>	a person or company used by a Developer to deal with any matter on their behalf (for example, an estate agent or contractor).
<b>Buyer</b>	a person who reserves or buys a New Home from a Developer registered with the Code.
<b>Code Member</b>	a UK based Developer which sells New Homes to Buyers and is registered under this Code.
<b>Code User</b>	the Warranty Body, noted below, which is registered with the Consumer Code for New Homes, which provides Structural Warranties for New Homes and has agreed to support the Code Sponsor in monitoring and enforcing the Consumer Code for New Homes.
<b>Code Sponsor</b>	Consumer Code for New Homes Limited - the organisation which runs and manages the Code, monitors compliance with and the effectiveness of the Code and oversees the activity of the Warranty Bodies in relation to the implementation of the Code.
<b>Consumer Code for New Homes or Code or CCNH</b>	this set of requirements which govern the sale of New Homes, which must be adopted by Developers and Builders registered with the Code.
<b>Contract Deposit</b>	a non-refundable deposit which is paid by the Buyer to the Developer at the stage of exchange of contracts to demonstrate the Buyer's good intentions and to reserve the New Home. It is usually 10% of the purchase price.
<b>Developer</b>	the party named as the "Company" as a party to this Agreement which sells New Homes to the public, and who is registered with the Code.
<b>Dispute Resolution Scheme</b>	the procedures for dealing with Disputes between the Buyer and the Developer which cannot be resolved informally and which are set out in <a href="#">Section 7</a> .
<b>New Home</b>	the new-build property sold by the Developer, which is accepted by, or registered with, the Code User to obtain a Structural Warranty and subsequently purchased by the Buyer.
<b>Structural Warranty</b>	an insurance-backed warranty or insurance policy issued by one of the Warranty Bodies, providing the Buyer with cover for structural defects as set out in the policy documents, a summary of which is made available under the terms of this Consumer Code with the Reservation Agreement.
<b>Warranty Body</b>	those organisations, registered with the Consumer Code for New Homes as Code Users, which provide Structural Warranties for New Homes and have agreed to support the Code Sponsor in monitoring and enforcing the Consumer Code for New Homes.

- 1.2 The purpose of this Agreement is to set out the terms and conditions that apply to a Code Member registered with the Code.
- 1.3 In this Agreement (including the terms defined in Section 1.1), the singular includes the plural.
- 1.4 Reference to any statute, statutory provision or statutory instrument shall be construed as a reference to that statute, provision or instrument together with all rules and regulations made under it from time to time as amended, modified, re-enacted, extended or consolidated.
- 1.5 The headings in this Agreement are for ease of reference only and do not in any way control, limit or amplify the terms of this Agreement, nor shall they affect the construction or interpretation of this Agreement.
- 1.6 The relevant Consumer Code for New Homes documents should be read carefully and in conjunction with this Agreement.

## **2. DURATION OF AGREEMENT**

- 2.1 The duration of this Agreement shall be for a period of one calendar year.
- 2.2 It is intended that this Agreement will be renewed on an annual basis, provided the Code Member meets the Code Registration terms and continues to be registered or carry on business with the Warranty Body.

## **3. CODE MEMBER OBLIGATIONS**

- 3.1 The Code Member shall comply with the requirements of the Consumer Code for New Homes and shall ensure that the processes, procedures, good practice and provision of information adopted by the Code Member and their Agents and staff, are of the standard detailed in the requirements of the Code. *If a Code Member does not specifically comply with each requirement of the Code, they must demonstrate that their different approach offers no less protection for the Buyer.*
- 3.2 The Code Member must make arrangements for the protection of any deposit paid by a Buyer under Contract to them for the purchase of a property. In order to demonstrate that adequate protection is in place, at site registration stage, the Code Member must confirm to the Warranty Body that one of the following Options will be satisfied;
  - 3.2.1 Option A: The full amount of the deposit paid by the Buyer will be held in a Client Account or Statutory Trust Account by the Solicitor acting for the Code Member until legal completion of the property sale takes place. To evidence this, the Code Member will provide the Warranty Body with signed confirmation from the Solicitor acting on their behalf that this process will be followed.
  - 3.2.2 Option B: The full amount of the deposit paid by the Buyer to the Code Member is insured by the Structural Warranty provided by the Warranty Body.
- 3.3 Prior to any financial transactions taking place with the Buyer, the Code Member will make the Buyer aware of how any Contract Deposit, Reservation Fee or other pre-payment they make to the Code Member will be treated. This must be done in accordance with the requirements of the Code Clause 5.4.
- 3.4 The Code Member accepts that Structural Warranty policy cover will not be provided for a New Home by the Warranty Body if the Code Member cannot confirm that the Buyer's Contract Deposit is adequately protected.
- 3.5 The Code Member must ensure that staff and Agents working on their behalf are adequately trained in accordance with the requirements of the Code and are provided with sufficient time and resources to carry out their duties effectively to comply with the requirements of the Code.
- 3.6 In transacting with the Code, the Code Member agrees to abide by the terms of Section 7 and Section 8 of the Code in relation to the Dispute Resolution Scheme, to co-operate fully with the independent process and to honour any award made under this scheme.

## 4. TERMINATION OF THE AGREEMENT

- 4.1 Consumer Code for New Homes Ltd may terminate this agreement if:
- 4.1.1 the Code Member is in breach of any obligation or term of this Agreement or of any of the requirements set out in the Consumer Code for New Homes; and/or
  - 4.1.2 following referral to the Disciplinary & Sanctions Committee, the Code Member is to be removed from the register of members or suspended for a specified amount of time from the register of members; and/or
  - 4.1.3 the Code Member is no longer registered with or no longer carries on business with the Warranty Body.
- 4.2 Consumer Code for New Homes Ltd has the right to terminate this Agreement with immediate effect at the end of each one year period.
- 4.3 The Code Member may terminate this Agreement at any time at its own request by giving not less than 28 days' notice to CCNH in writing.
- 4.4 Any notice to terminate this Agreement under this Clause 5 shall be made in writing by email.

## 5. CONSEQUENCE OF TERMINATING THE AGREEMENT

- 5.1 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive termination of this Agreement for any reason and shall remain in full force and effect.
- 5.2 The Code Member shall continue to be bound by the terms of this Agreement after its termination in respect of any New Homes which have already been registered with the Warranty Body.
- 5.3 The Code Member shall remain liable for any award made to a Buyer as a result of the Dispute Resolution Scheme and will continue to co-operate fully with the independent process and honour any award made under this scheme, even if this Agreement has been terminated and shall, prior to termination, at the request of CCNH, arrange for the execution of a guarantee of its liabilities in favour of the Buyer or the Code or make a payment in respect of such liabilities. The amount of such payment or guarantee will be determined by CCNH as a reasonable estimate of the liability of the Code Member even if payment of such sum does not arise until after termination of the Agreement.
- 5.4 The Developer shall not be absolved from any actual or contingent liability to the Code, the Warranty Body or the Buyer because of the termination of this Agreement.
- 5.5 Upon termination of the Agreement the Developer shall immediately cease using any logos or emblems of CCNH and shall not make any representations that give the impression that it is registered with or approved by the Code.
- 5.6 Where this Agreement has been terminated for any reason, the Code Member agrees that the Code and the Warranty Body shall have the right to divulge such information to interested parties including Government agencies, insurers, mortgage lenders and Buyers.

## 6. OTHER CONDITIONS

- 6.1 **Assignment:** The Code Member may not assign or sub-contract its benefits and/or its obligations under this Agreement.
- 6.2 **Dispute Resolution:** The Code Member agrees to participate in and co-operate with the requirements of the Code's independent Dispute Resolution Scheme. Where a dispute arises out of or relates to this Agreement between the Code Member and the Code Sponsor, then the parties shall use their best endeavours to negotiate in good faith and settle amicably within a reasonable period. In the event such negotiations fail, the parties shall attempt in good faith to settle any dispute by mediation. Each party shall bear its own costs and one half of the mediator's fees.
- 6.3 **No Partnership:** Nothing in this Agreement shall be deemed at law to constitute a partnership relationship between the parties and neither of them shall have any authority to bind the other save as provided for by this Agreement.



- 6.4 **Variation And Waiver:** No waiver, amendment, variation, modification or rectification of this Agreement shall be valid unless it is in writing and signed by a duly authorised representative of each party. No partial exercise of, or failure in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.
- 6.5 **Entire Agreement:** This Agreement, any Schedules and the current version of the Consumer Code for New Homes hereto contain the entire Agreement between the parties relating to the subject matter thereof and shall supersede any and all promises, representations, warranties and undertakings whether oral or in writing, express or implied unless expressly set out or referred to in this Agreement.
- 6.6 **Law Applicable to this Agreement:** This Agreement is governed by the law of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

**IN WITNESS** whereof the Parties have executed this Agreement by their authorised representative on the date set out below.

**Signed for and on behalf of CONSUMER CODE FOR NEW HOMES LIMITED**

<b>Name of Authorised Signatory:</b>	<b>Clare Thomas</b>	<b>Sarah Langley</b>
<b>Signature:</b>		
<b>Position of Authorised Signatory:</b>	<b>Director, CCNH Ltd</b>	<b>Managing Director, CCNH Ltd</b>
<b>Date:</b>		

**Signed for and on behalf of CODE MEMBER**

*(Please ensure this Agreement is signed by an Authorised Signatory)*

<b>Name of Authorised Signatory:</b>		
<b>Signature:</b>		
<b>Position of Authorised Signatory:</b>		
<b>Date:</b>		