



THE Q POLICY

(1) Q ASSURE BUILD LIMITED

DRAFT - and -
(2) **COMPANY NAME**

BUILDER REGISTRATION NUMBER:

QBXXXX

**TERMS OF BUSINESS AGREEMENT
BUILDER REGISTRATION**

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 Builder, 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 Q Policy Documents as all companies will have legal responsibilities and obligations under this Agreement.

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OVERVIEW OF AGREEMENT

All Builders which register with Q are required to comply with this Agreement. The conditions of the Agreement apply to all developments constructed by the Builder 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 Builder with this Agreement is a condition precedent to the Underwriter providing insurance for any proposed New Homes or Premises.

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 client@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 XXX XXXX ("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 New Homes and Premises).
- (B) **Company Name** is a Builder which constructs new-build, converted or refurbished New Homes or Premises in the United Kingdom.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

Approved Inspector	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.
Builder	The person or company named in this Agreement which is appointed under contract to construct, build, refurbish or convert the New Homes or Premises on the Development.
Building Regulations	The Building Regulations that govern the construction of the New Home or Premises, which were in force at the time the "notice to build" was deposited with the Local Authority or Approved Inspector.
Customer Service Guarantee Period	Under The Q Policy – Residential, this is the period stated on the Insurance Certificate, commencing on the Effective Date, during which the Builder is liable for rectifying any Defects or Damage. Please note – this is also referred to as the Defects Insurance Period or Defects Liability Period.
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. Q Registered Builders, which build New Homes which are sold to consumers, must comply with the requirements of the Consumer Code for New Homes as they apply to Builders of New Homes which are sold on the open market.
Damage	<ul style="list-style-type: none">- The destruction of, or physical damage to, any portion of a New Home or Premises, covered by The Q Policy for which a completion date has been agreed and signed off by the Q Surveyor;or- 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 or Premises. In either case, the Damage must be directly caused by a Defect.



Defect	A fault, due to a breach of either The Q Technical Requirements or the Building Regulations, by the Builder or anyone employed by the Builder or acting for the Builder, in the design or construction of the New Home or Premises, 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 or Premises 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>
Defects Liability Period	Under The Q Policy – Affordable Housing, The Q Policy – Private Rental Sector or The Q Policy – Commercial, this is the period stated on the Insurance Certificate, commencing on the Effective Date, during which the Builder is liable for rectifying any Defects or Damage.
Developer	Where applicable, this is the company which appointed the Builder. Under The Q Policy – Residential, this is also the company from whom a Homeowner purchases a New Home.
Development	An area of land which is covered by a single detailed planning consent or a series of consents, relating to continuous development.
Homeowner	Under The Q Policy – Residential, this is the person (a consumer) named on the Insurance Certificate, who purchases a New Home from the Developer. Also known as the Policyholder.
Insurance Certificate	The valid Insurance Certificate issued by Q to the Policyholder, which provides cover under The Q Policy for the sections of cover therein stated, for the New Home or Premises registered with Q and constructed by the Builder.
Mediation Process	The process by which Q will attempt to resolve policy related disputes between the Policyholder and the Builder, which occur during the Customer Service Guarantee Period or Defects Liability Period.
New Home	Any new-build, refurbished or converted residential property registered under The Q Policy which is being or has been built by the Builder.
Practical Completion	Under The Q Policy – Affordable Housing, The Q Policy – Private Rental Sector or The Q Policy – Commercial, this is the contractual date on which the New Home or Premises is signed-off by a professional as being substantially complete in line with the Contract.
Premises	Under The Q Policy – Private Rental Sector or The Q Policy – Commercial, this is any new-build, refurbished or converted property registered with Q, which is being or has been built by the Builder.
Policyholder	Under The Q Policy – Affordable Housing, The Q Policy – Private Rental Sector or The Q Policy – Commercial, this is the company named on the Insurance Certificate which is the Owner of the New Home or Premises. Under The Q Policy – Residential, this is also the Homeowner.
The Q Policy	The Structural Defects Insurance Policy from Q that forms the contract between Q and the Policyholder for the cover as described in the policy cover sections. The policy (among other things) describes the Builder's obligations to the Policyholder and the insurance cover.
The Q Policy Documents	The relevant documents which are issued to form the contract between Q and the Policyholder which include: the Insurance Certificate(s) and the policy document.
The Q Technical Manual	The Technical Manual which contains The Q Technical Requirements and The Q Technical Standards, which is issued to the Builder by Q. 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 or Premises was registered with Q.
The Q Register	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 Builder registered with Q, and when Q accepts a proposal for a Development under the terms of The Q Policy and subsequently agrees to issue an appropriate Q Policy for the New Homes or Premises.
- 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 Builder:
 - 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 or technical circumstances of the Builder;
 - 2.2.4 any credit checks or other checks carried out under [Clause 4.18](#) do not return any adverse results;
- 2.3 In the event of the termination of this Agreement, the Builder remains liable for meeting any obligations required by this Agreement for all New Homes and Premises which have been constructed by them while the Agreement was still valid.

Specifically, the Builder is required to meet all obligations placed upon them by:

 - 2.3.1 The Q Surveyor, who will provide details during the construction phase of such defects as may arise which the Builder is responsible for putting right prior to sign off; and
 - 2.3.2 The Q Policy relevant to the New Homes or Premises constructed by the Builder, especially under the Customer Services Guarantee Period or Defect Liability Period, which also covers situations where any remediation or repair carried out during that period but the remediation or repair was not suitable, sufficient, effective and/or has caused ongoing problems.
- 2.4 By signing this Agreement, the Builder specifically acknowledges their duties under and agrees to comply with the requirements of the Defective Premises Act 1972, specifically to ensure that the work which they undertake is done in a workmanlike or (as the case may be), professional manner, with proper materials, so that the New Home or Premises will be fit for habitation when completed.



3. THE BUILDER'S RIGHTS AND OBLIGATIONS

- 3.1 The Builder 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 Builder 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 Builder's associated companies to ensure that the Builder's group of companies meets Q's underwriting criteria.
 - 3.1.2 the Builder has, and continues to have, the technical ability and the resources to build New Homes and Premises to meet the standards of The Q Technical Manual, to ensure that New Homes and Premises are so built and, where applicable, 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 Builder will (under Q's direction), appoint a contractor approved by Q, such approval to be given in writing and before any such appointment.
 - 3.1.3 the Builder is capable of meeting its obligations under this Agreement, The Q Policy and, where applicable, the Consumer Code for New Homes.
- 3.2 The Builder will give Q such security as it may require in order to accept the registration of New Homes or Premises for the issue of The Q Policy.
- 3.3 The Builder will (at Q's request) provide Q with the requested information for each and every Development and New Home and Premises prior to commencement of that Development and/or New Home and Premises.
- 3.4 The Builder will ensure that all statutory approvals as may be required have been obtained before the work commences on any New Home or Premises.
- 3.5 Where New Homes or Premises are to be constructed on brownfield land or land known to contain contaminants, the Builder must obtain such specific approvals from the relevant Local Authority and/or Environment Agency as may be required and in such cases the Builder must ensure that Statutory Notice Indemnity Cover is included in The Q Policy cover.
- 3.6 The Builder must ensure that all relevant Building Regulation approvals are obtained for all New Homes and Premises from either the Local Authority or an Approved Inspector.
- 3.7 The Builder will ensure that:
- 3.7.1 all New Homes and Premises are built to comply with The Q Technical Manual and in a competent and workmanlike manner to the satisfaction of Q.
 - 3.7.2 where methods of construction or materials do not meet The Q Technical Manual or the guidance contained in The Q Technical Manual, the Builder will obtain Q's written consent to the proposed methods of construction or materials prior to carrying out the work.
- 3.8 The Builder 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 and Premises have been, or are being, constructed in line with The Q Technical Manual and in a competent and workmanlike manner.
- 3.9 The Builder agrees to:
- 3.9.1 treat all staff and agents of Q with respect and to provide suitable resource to accompany them on their site visits as required.
 - 3.9.2 comply with any requirements given by Q in relation to the method or manner of construction.
 - 3.9.3 correct any defect notified to them by Q, within the required timescale.
 - 3.9.4 confirm to Q that all defects notified have been actioned.
 - 3.9.5 ensure sufficient information is provided to Q about what actions have been taken to rectify any defects notified.
 - 3.9.6 provide Q with details of any changes in design after construction work has started.
 - 3.9.7 provide Q with copies of any third party warranties, guarantees, approvals, certifications and other such information requested by Q.
- 3.10 The Builder acknowledges that The Q Cover Note will only be issued if the New Home or Premises is accepted by Q as being acceptable for insurance purposes and all information requested by Q, has been provided by the Builder.



- 3.11 The Builder agrees to abide by the terms of The Q Policy where it places any obligation or responsibility on them either to Q or to a Policyholder. Specifically, the Builder agrees to comply with their responsibilities under the Customer Service Guarantee Period or Defects Liability Period (whichever is applicable the New Home or Premises in question) in the two years following the effective date of the Policy.
- 3.12 In all such instances, where the Builder is obliged to address valid Defects or Damage, the Builder will carry out suitable repairs as requested and agreed by Q within a suitable timescale, agreed with Q and, where necessary, with the Policyholder.
- 3.13 The Builder will agree to co-operate with Q relating to any Defects or Damage which have been notified to them, or of which they become aware, and will provide suitable written responses to any correspondence from Q that has been sent to the Builder relating to Defects and Damage, including a full overview of the specific actions which the Builder will take to address the issues. Such correspondence will usually be in email form.
- 3.14 The Builder will report to Q, any Defects or Damage of which they become aware or are notified to them directly by the Policyholder, within 5 working days of first becoming aware of the issue or from receipt of a notification from the Policyholder. Such correspondence to be emailed to Q at claims@qassurebuild.co.uk.
- 3.15 Where the terms of The Q Policy place any obligation or responsibility on the Builder either to Q, its underwriters or to a Policyholder, the Builder 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.
- 3.16 The Builder agrees that in cases where the Builder 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 Builder 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 Builder.
- 3.17 The Builder agrees that they remain liable for all Defects and Damage notified to them, including in situations where the Builder has taken steps to remediate known issues, but these issues have re-occurred or have caused further problems after the Customer Service Guarantee Period or Defects Liability Period.
- 3.18 The Builder agrees that, in situations where Q or its underwriters incur costs of any nature relating to the Builder's obligations or responsibilities under: this Agreement; or under The Q Policy; or, where applicable, under the Builder's obligations to the Consumer Code for New Homes; they will reimburse Q or its underwriters in full, including any costs resulting from a false declaration or negligent action by the Builder 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 Builder.
- 3.19 The Builder agrees that where the Underwriter's liability is increased as a result of the Builder'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.
- 3.20 The Builder 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 Builder agrees to 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 Builder will first make all reasonable efforts to comply with the results of any decision made by Q or its underwriters prior to further escalation.
- 3.21 The Builder will provide a clear route of subrogation between Q and the Builder'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 Builder and their professional consultants or contractors.



- 3.22 While this Agreement is in force the Builder may, in its marketing materials, make reference to Q and The Q Policy. The Q logo will be made available to the Builder 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 Builder agrees to comply with these guidelines and will make any necessary changes to their documentation at the request of Q.
- 3.23 The Builder 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 New Homes or Premises registered with Q unless a current, fully signed Agreement has been provided to Q by the Builder. This is a condition precedent to the provision of insurance.
- 3.24 If a Builder constructs any New Homes with the intention of selling them directly from the Builder to a Homeowner under The Q Policy - Residential, they must first notify Q and ensure their registration is upgraded to Developer category.
- 3.25 The Builder understands that the Company named in this Agreement as the Builder cannot be named as the Policyholder of The Q Policy – Residential or The Q Policy – Affordable Housing, for any New Homes registered under this Agreement. The Builder hereby agrees to notify Q of any New Home which is to be bought by the Builder from the Developer.
- 3.26 The Builder understands that any Director (whether listed at Companies House or not) of the Company named as the Builder in this Agreement, who buys a New Home registered under this Agreement, may only be permitted to be named as the Policyholder of The Q Policy - Residential if they live in the New Home. Furthermore, such policy cover will be limited to Section 3 & Section 4 only. No Director (whether listed at Companies House or not) of the Company named as the Builder 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 Builder in this Agreement and are therefore directly affected by the actions of a Director of the Company).
- 3.27 The Builder 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 Builder in this Agreement, who does not intend to live in the New Home but to rent it to a third party.
- 3.28 The Builder agrees that, following completion of the New Homes or Premises, in circumstances where the Developer is no longer trading the Builder will accept the liabilities placed on the Developer by: The Q Policy, in relation to rectifying Defects and Damage, for the remaining term of the Customer Services Guarantee Period or Defects Liability Period and; the Consumer Code for New Homes, in relation to provision of the After Sales Service for consumers in the two years following completion of the sale of a New Home.
- 3.29 If the Builder is constructing New Homes which have been registered under The Q Policy – Residential, the Builder will 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 Builder, are of the standard detailed in the requirements of the Code as they relate to Builders and in support of the Developer selling the New Homes. Where the Builder does not specifically comply with any requirement of the Code, they must demonstrate that their different approach offers no less protection for the Homeowner.
- 3.30 If the Builder is constructing New Homes which have been registered under The Q Policy – Residential, the Builder agrees to abide by the terms of the Consumer Code for New Homes' Independent Dispute Resolution Scheme as they apply to a Builder, and agrees to honour any award made under these schemes.



4. Q'S RIGHTS AND OBLIGATIONS

- 4.1 Q will maintain a Register of Builders on which are recorded those Builders which are deemed by Q to be eligible to construct New Homes and Premises which are intended to benefit from a Q Policy.
- 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 Builder 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 Builder to fulfil its obligations under this Agreement and, where applicable, the Consumer Code for New Homes.
- 4.5 Q will set such premiums and fees, and may request security, as deemed necessary, before a Policy for a New Home or Premises is issued. Where the actual construction or rebuild values of a New Home or Premises exceeds the estimates given by the Builder at registration, Q reserves the right to charge 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 Builder's proposals fail to meet Q's risk assessment for insurance purposes; or
 - 4.6.2 the Builder's proposals fail to meet Q's Technical Manual; or
 - 4.6.3 notwithstanding the Builder obtaining a final/completion certificate from Local Authority Building Control or an Approved Inspector, in Q's opinion the New Home or Premises fails to meet Q's Technical Manual;
 - 4.6.4 an unresolved dispute exists between the Builder and Q or its underwriters; or
 - 4.6.5 an unresolved dispute exists between the Builder and the Policyholder (such refusal not to be made without adequate consideration of the circumstances of that dispute); or
 - 4.6.6 the Builder fails to meet its obligations under this Agreement; or
 - 4.6.7 the Builder fails to meet its obligations under the Consumer Code for New Homes; or
 - 4.6.8 the Builder fails to reimburse Q or its underwriters for any amount due under the terms of this Agreement; or
 - 4.6.9 the Builder fails to renew this Agreement as requested at the annual renewal; or
 - 4.6.10 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 Builder 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 Builder remains on The Q Register.
- 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 or Premises 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 or Premises has been accepted and the New Home or Premises 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 Builder has provided Q with the required details for the certificate.



- 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 Builder. Where the terms of the Policy places any obligation or responsibility on the Builder either to Q, its underwriters or to a Policyholder, Q will expect the Builder (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 Builder 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 Builder to Q for the purposes of registering will be treated as Confidential Information and will not be shared with any unauthorised third parties. However, by registering with Q, the Builder 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, New Homes and Premises which the Builder has constructed, 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 Builder.
- 4.16 Q has the right to share all information provided by the Builder, 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 Builder 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 Builder by giving notice in writing to the Builder at any time if:
- 5.1.1 the Builder 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 Builder has refused or repeatedly fails to rectify Defects notified to them by Q in writing; or
 - 5.1.3 the Builder'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 Builder's acts or omissions and the Builder 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 Builder is the subject of any publicity which, in the opinion of Q, may be detrimental to Q or its underwriters, or if the Builder, 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 Builders listed in The Q Register ; or
 - 5.1.7 the Builder has been subject to sanctions of the Disciplinary Review Panel of the Consumer Code for New Homes which requires Q to remove the Builder from The Q Register; or
 - 5.1.8 the Builder 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 Builder 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 Builder:
- 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 Builder's affairs. Where this sub-clause applies, the Builder 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 Builder will continue to be bound by the terms of this Agreement (and any applicable requirements of the Consumer Code for New Homes) after its termination in respect of any New Homes or Premises for which a Cover Note has been issued.
- 5.7 The Builder 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 Builder even if payment of such sum does not arise until after termination of the Agreement.
- 5.8 The Builder 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 Q 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 Builder 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 or Premises 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 or Premises, 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 Builder 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@gassurebuild.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 Builder 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 Builder's personnel
 - 7.2.2 Where the Builder is responsible for registering the New Homes or Premises, names and business contact details of the Policyholder / Client's personnel
- 7.3 The legal basis for sharing this data is "Contract" in order to fulfil the Builder's obligations under this Agreement and also for legal purposes.
- 7.4 The Builder should refer to the Q Privacy Statement available on our website at: www.qassurebuild.co.uk/privacy-statement.
- 7.5 The data which the Builder 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 Builder 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 Builder 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.

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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

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

DRAFT

Signed for and on behalf of COMPANY NAME

Name of Authorised Signatory:			
	Signature:		
	Position of Authorised Signatory:		
	Date:		