

compariqo

# Membership Rules 2024

THE PERFECT PARTNER


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# **Compariqo Membership Rules for Construction Professionals**



These Rules are effective from 3rd January 2023 (the Effective Date”). These Rules amend and replace in their entirety all previous membership rules. Please read the Rules carefully. If you have any questions about them or your membership with Compariqo, please contact Compariqo on 0151 221 9665 or write to us at Compariqo Limited, Lychett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA. Information is also available on our website at [www.compariqo.com](http://www.compariqo.com).




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# 1. Definitions

## Administration Fees

Fees incurred by the Member pursuant to the Member's reasonable administrative costs and the management of the property during the Reservation Period. This may also apply to fees the Member may be charged for extraordinary survey requirements reasonable fees retained by Compariqo in the event of the cancellation of the policy.

## Agent

A person, sole trader, partnership, company or other organisation (such as an Estate Agent) who is authorised to act on behalf of the Builder or Developer to create a legal relationship with the Buyer.

## Appeals

An appeal made under Rule 10.

## Appeal Committee

A committee appointed in accordance with these Rules to determine issues which arise under the Rules and which are subject to an appeal process under Membership Rule 10.

This can include under the Code, the ADR ("Alternative Dispute Resolution Scheme").

## Applicant(s)

A person, company or firm who applies for Membership whether independently or as part of an application for a Relevant Insurance Policy. Applicants may be a Builder(s), a Developer(s) (either undertaking a one-off or multiple Construction Projects), a Surveyor, Broker or a Referrer.

## Application

The completion of a membership form by an Applicant. For the purposes of these Rules, this definition is also deemed to mean an application for Membership renewal.

## Approved Inspector

A company or individual who is authorized to carry out building control work under the Building Act 1984 or equivalent legislation in the territory in which the Constructions Project(s) are undertaken



## **Building Surveyor**

An experienced and professionally qualified surveyor employed or appointed by Compariqo to inspect the progress of construction of a Property, in line with the Compariqo Inspection Stages Guide and to ensure adherence to the Compariqo Technical Standards in force at the date on which the documentation setting out the detail of the relevant Construction Project is submitted to the relevant Building Control Authority. A Building Surveyor may also be appointed by Compariqo to mediate between the Member and the Buyer as part of the dispute mediation described in Section 6.4 below. This person or company performing these requirements can also be referred to as an AI (“Approved Inspector”) as defined in these Membership Rules.

## **Building Control Authority**

An authority charged under statute with the implementation of Building Regulations or similar function of building control in the territory in which the Builder or Developer operates or in the territory in which the Construction Project(s) are undertaken.

## **Building Control Authority Certificate**

A certificate issued by the building control department of a Local Authority, similar body in the relevant jurisdiction or by anyone who has authority to act under such powers, such as an Approved Inspector or Surveyor which provides formal evidence that a Construction Project has been approved and that the Project has been carried out in accordance with Building Regulations.

## **Building Regulations**

The statutory building regulations in force in the territory in which a Home is situated or the Construction Project is undertaken at the time the plans or documents which relate to the Home or the Construction Project are submitted to a local authority or equivalent body with responsibility for making decisions regarding a Home or a Construction Project.

## **Buyer**

The purchaser of a Property acquiring or having a freehold, common-hold or leasehold interest in a Property or his successor in title or any mortgagee in possession or lessor (other than the Member).



## Code

The Compariqo Consumer Code for Builders and Developers.

## Company

Compariqo Limited, Registered Office: Lychett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA, together with any of its subsidiaries or affiliate companies.

## Completion or Practical Completion

This includes:

1. The Property is complete, except for minor defects that can be put right without undue interference or disturbance to an occupier;
2. Confirmation has been received by the Contractor that the Building Regulations have been complied with and any necessary consents or approvals from third parties have been obtained by the Contractor;
3. Any stipulations identified by the Requirements as being essential for practical completion have been satisfied, including any signed-off of the final inspection; and 4) If required by the Policyholder's bank, a Notice of Cover letter from Compariqo has been provided to the Policyholder's bank, which shows that insurance cover has been obtained in respect of the Property.

## Register

The record of Applicants which have been accepted by the Company for Membership to include any party that falls under the criteria in Compariqo's Approved Network.

## Construction Project(s)

The construction or completion of a new Property(s), or the conversion, renovation or extension of an existing property or as is alternatively defined in any policy of insurance relating to the specific Construction Project or as is alternatively defined in any Relevant Insurance Policy.

## Contamination

As defined under a Relevant Insurance Policy.

## Contract

A legally binding agreement between the Member and a Third Party to carry out a Construction Project.



## Contractor

The entity or person named in the Conditional Policy Letter, any Pre-completion Insurance Certificate and Final Certificate, who must be a Member and is either:

1. Any person, sole trader, partnership or company which has constructed the Property and with whom the Policyholder has entered into an agreement or contract to purchase the Property on either a freehold, leasehold, Scottish title or Commonhold basis; or
2. Any person, sole trader, partnership or company that agrees to undertake the Construction Works and with whom the Policyholder has entered into an agreement or contract to purchase the Property once it has been constructed on either a freehold, leasehold, Scottish title or Commonhold basis, including any signed-off of the final inspection; or
3. Any person, sole trader, partnership or company that arranges the Construction Works and with whom the Policyholder has entered into an agreement or contract to purchase the Property once it has been constructed on either a freehold, leasehold, Scottish title or Commonhold basis.

The Contractor pays the Premium for the Policy.

## Consumer

An individual person or group of individuals, as opposed to a corporate entity or partnership, out of the general population, who is a buyer of goods and services.

## Compariqo

**Registered Office: Suite 70, 179 Whiteladies Road, Clifton, Bristol, England, BS8 2AG. Compariqo a wholly owned subsidiary of Exance Services Limited whose registration number is 03366581**

## Compariqo's Consumer Code for Builders and Developers

The Consumer Code for New-Home Ownership from time to time applicable to Members which can be found on the Company's website ([www.compariqo.com](http://www.compariqo.com)) and which applies to the marketing, selling, purchasing and aftersales services of New Homes in the United Kingdom.

## Compariqo Policy

The Insurance policy offered by Compariqo and issued by the relevant insurer.



## **Compariqo's Technicals Standards**

The Compariqo Technical Standards of Construction, which are available via the Compariqo Web site and which all Builders and Developers who are members of the Register are required to adhere to when undertaking Construction Projects.

## **Contractors Warranty Period**

The period beginning on the commencement date of the Structural Defects Insurance as defined in the Structural Defects Insurance policy and ending on the date 2 years after the commencement date of the Structural Defects Insurance policy.

## **Defect**

A failure by a Builder or Developer to comply with the Requirements set out in Compariqo's Technical Standards in respect of a Construction Project which will or is likely to cause Structural Damage to the Property Such Defect to be remedied by the Builder or Developer during the Contractors Warranty Period in accordance with the terms of the Structural Defects Policy or any other definition as may be more appropriate at the time in the Insurance Policy.


## **Developer**

Any person, sole-trader, partnership, company, firm or organisation that arranges a Construction Project or Projects and constructs a Property or Properties.

## **Dispute Resolution Process**

The process set out in the Compariqo Membership Rules by which the Contractor is required promptly, fairly and professionally to:

- 1)** Investigate, assess and resolve any notification from the Policyholder of Contamination,
- 2)** Defect or Structural Damage during the Developer Warranty
- 3)** Period; and
- 4)** Between the Policyholder and the Contractor about the investigation, and/or the assessment and resolution of such a notification; and/or
- 5)** Carry out any repair and rectification work determined by the building surveyor appointed;
- 6)** co-operate with the building surveyor appointed by Compariqo to resolve a dispute
- 7)** By Compariqo to be necessary in order to repair the Structural Damage and/or rectify the Defect; and/or

- 
- 8) Undertake the treatment, removal or containment work necessary to comply with the requirements of any Remediation Notice issued during the Developer Warranty Period or to comply with the requirements of the Insurer if no such Remediation Notice has been issued.

If any member feels that their dispute is not being adequately resolved, it can also be address through the Code and the DMS (“Dispute Mediation Service”).

### **Housing Association**

A not-for profit organisation which owns, rents or manages accommodation provided to individuals or groups of individuals on low incomes or with particular requirements.

### **Insurance Certificate**

A certificate issued by the Company on behalf of an Insurer in respect of a Relevant Insurance Policy.

### **Insurance Period Certificate**

A certificate issued by the Company on behalf of an Insurer of the Property in respect of Structural Defects Insurance following the notification of practical completion (as defined in the Structural Defects Insurance policy) to signify acceptance of a Property for insurance.

### **Insurer**

An insurer providing insurance cover to a Member under a Relevant Insurance Policy.

### **Local Authority**

The local authority in the territory in which a Construction Project is undertaken with responsibility for making decisions regarding a Property.

### **Material Change in Circumstances**

Where the nature of the Construction Project(s) changes or there is a change in the risk relating to the Construction Project(s) or in relation to the Member.

### **Member**

A person, company or firm whose Application has been accepted and whose name appears on the Register.



## **Membership**

Entry on the Register, also referred to as the Register of Members and also Approved Network following the approval of an Application by the Company. This is the equally binding terms between the Member and the Company. This does not include any form of Insurance policy, which is a separate legal agreement a Member enters into when introduced to an Insurance product from Compariqo.

### **Membership Fee**

The non-refundable fee charged to an Applicant by the Company in respect of its Application. A list of fees is set out on the Company's website (<https://compariqo.com/membership/>). This must be maintained annually to keep in force the policies until all final certificates are available.

### **Membership Period**

The period usually of 12 months from the date a Member is entered on the Register, but can be over longer period but is subject to annual renewal.

### **Membership Services**

The range of services, benefits, products and fees available to all Members which can be found on the Company's website ([www.compariqo.com](http://www.compariqo.com)).

### **New Homes**

Properties which have not previously been occupied and have been constructed from new. This can include large scale refurbishment.

### **Notice**

Any notice required to be provided by the Company or a Member in accordance with these Rules.

### **Parties**

The Member and the Company.

### **Premium**

The premium agreed once the Contractor has provided a Quotation Acceptance for the Initial Premium Indication or any subsequent Adjusted Premium.



## **Properties/Property**

Any property in respect of which Construction Project(s) are undertaken including new and existing properties and structures.

## **Quotation**

The form in which the Company notifies the Member of the Premium payable and any other conditions to be imposed on the Member in relation to a Relevant Insurance Policy.

## **Quotation Acceptance**

The form in which the Member notifies the Company that a Quotation is acceptable to the Member.

## **Referrer**

A person, company, firm or organisation that introduces or refers potential members to the Company. In some circumstances, Referrers will also be a Member in which case they will be obliged to comply with these Rules to the extent that they apply. In all circumstances, the relationship between the Company and a Referrer will be governed by the terms and conditions set out in the Referrer Agreement. In the event that there is a conflict between the Rules and the Referrers Agreement, the terms of the latter shall prevail.

## **Register**

The record of Applicants which have been accepted by the Company for Membership to include any party that falls under the criteria in Compariqo's Approved Network.

## **Relevant Insurance Policy**

A policy of insurance offered by the Company and taken out by a Member during its Membership Period, including Structural Defects Insurance.

## **Renewal Fee**

The annual fee charged to each Member on the Register for renewing their Membership.

The fees for the different levels of Membership can be found on the Company's website ([www.compariqo.com](http://www.compariqo.com) ).





## **Requirements**

The procedural design and construction requirements of the Company set out in Compariqo's Technical Standards Document in force at the date on which the documentation setting out the detail of the relevant Construction Project(s) is submitted to the relevant Building Control Authority pursuant to the Building Regulations.

## **Responsibilities**

The contractual responsibilities of the Member under these Rules.

## **Structural Damage**

As defined in the Structural Defects Policy.

## **Structural Defects Insurance**

Insurance cover offered to Members by the Company on behalf of an Insurer. Such insurance to include cover for Structural Damage and Defects, latent defects in design, workmanship, material or components as more fully set out in the insurance policy issued by the Company.

## **Surveyor**

The individual, company or firm employed or appointed by the Company to inspect the progress of Construction Project to ensure that they comply with the Requirements set out in Compariqo's Technical Standards. In some circumstances, a Surveyor will also be a Member in which case they must comply with these Rules to the extent that they are relevant to Surveyors. In all circumstances, the relationship between the Company and a

Surveyor will be governed by the terms and conditions set out in the Agreement to Provide Inspection and Administration Services. In the event that there is a conflict between the Rules and the External Services Survey Agreement, the terms of the latter shall prevail.

## **Third Party**

A party with whom the Member enters into a Contract. Such a party may include another Builder, Developer, sub-contractor, or other third-party supplier engaged to carry out Construction Project(s).



## 2. Membership Application

### I. Eligibility

For an Applicant to be eligible for Membership, they must satisfy the following conditions:

- 1) They are, and continue to be, solvent; and
- 2) They satisfy the relevant due diligence checks carried out by the Company including those relating to money laundering and sanctions; and
- 3) They agree to comply with these Rules and the Responsibilities; and
- 4) In the case of Builders and Developers, they must satisfy the following additional conditions:
- 5) They must have the technical ability to carry out the Construction Project(s);
- 6) They must agree to ensure that the Construction Project(s) are carried out in accordance with the Requirements set out in Compariqo's Technical Standards and with any other applicable rules, regulations, or legislation in force in the territory in which the Construction Project(s) are to be undertaken; and
- 7) They must agree to comply with and sign up to Compariqo's Consumer Code for Builders and Developers, where applicable.

### II. Application Process

Each Application must be made by completing a Membership information online or as part of a quotation, which can be found on the Company's website ([www.compariqo.com](http://www.compariqo.com)).

As part of the Application, the Applicant will be required to produce documentation required by the Company in order for the Company to be able to carry out its due diligence and checks including those relating to sanctions and money laundering.

All Applications shall be subject to the payment of a Membership Fee. Details of the Membership Fees for the different levels of Membership can be found on the Company website ([www.compariqo.com](http://www.compariqo.com)).

The Company will give the Applicant written notice of its decision in respect of its Application on receipt of the documentation required for the relevant Application.

In response to an Application, the Company may decide to:

- 1) Defer consideration of the Application pending further enquiries or the provision of further information; and/or
- 2) Refuse to grant Membership.



### **III. Membership Conditions**

The Company shall have absolute discretion as to the conditions imposed on any acceptance of an Application for Membership also in accordance with the company's Code.

Depending on the type of Membership, conditions which the Company may require include (but are not limited to) that the Applicant:

- 1)** Grant Membership without conditions;
- 2)** Grant Membership subject to certain conditions imposed by the Company;
- 3)** Pays to the Company any additional Premium required by the Insurer (in particular if the nature of the risk changes and notification of the change of risk is submitted in accordance with these Rules);
- 4)** Provides such security as may be required by the Company to guarantee the proper performance of its duties pursuant to these Rules;
- 5)** Indemnify or hold the Company harmless or give such security as the Company may require in respect of any liability to which the Company has been or may become subject because of any acts or omissions of the
- 6)** Applicant or any of the Applicant's affiliates; and
- 7)** Is restricted in the number of Additional Construction Project(s) it may notify in any Membership Period.

The Company reserves the right to add, amend or revoke the conditions imposed on any Member at any time.


If the Company decides to add, amend or revoke the conditions imposed on a Member, the Company will provide written notice of its decision to the relevant Member and the Member will be entitled to challenge the Company's decision in the manner outlined in Rule 10.

### **IV. Rejection of Application**

If the Company decides to refuse to grant Membership, it will provide the Applicant with reasons for its decision and the Applicant will have the right to lodge an Appeal in accordance with Rule 10.

## **3. Membership Registration**

The Register will be maintained by the Company. The Register will be made available for inspection within normal office hours subject to an appointment at the discretion of the Company.



The Company may publish the Register or Members Register annually in such form as it may see fit.

## **4. Membership Benefits**

Upon acceptance of an Application (whether subject to conditions or otherwise) the Member will be entered on to Register or Members Register and Member shall be bound by these Rules from the date its Application is approved.

Members will have access to the benefits and services which are listed on the Company's website ( [www.compariqo.com](http://www.compariqo.com) ). Different benefits and services are available depending upon the level of Membership.

Members will also be entitled to use logos and emblems of the Company during any Membership Period. Use of logos and emblems must be with the prior written approval of the Company.

## **5. Changes to Membership Rules and Technical Standards**

The Company may amend these Rules from time to time to allow for changes in the law or Building Regulations or developments in good building practice.

The Company's Technical Standards will also be updated to reflect any such changes and it is the Member's responsibility to ensure that it is familiar with the latest version of the Company's

Technical Standards when undertaking Construction Projects. The latest version of Compariqo's Technical Standards can be found on the Company's website ( [www.compariqo.com](http://www.compariqo.com) )

## **6. Responsibilities of Members**

### **I. General**

To the extent that the Responsibilities set out below apply to the Member in question, Members shall ensure that Construction Project(s) are carried out in accordance with:

- 1)** The terms of any Contract with Third Parties;
- 2)** Any applicable rules, regulations or legislation in force in the territory in which the
- 3)** Construction Project(s) are to be undertaken; and
- 4)** Any other applicable contract or agreement.



## **II. Third Parties and Employees**

If a Member engages a Third Party in relation to a Construction Project, there will be no requirement for the Third Party to be listed on the Register provided the Member agrees that it will only engage competent Third Parties and that they will take full responsibility for any work carried out by any Third Party employed or engaged by the Member.

In the event that a Third Party engaged by a Member in relation to a Construction Project acts in breach of these Rules or places the Company in breach of any obligations or requirements under these Rules, the Member will hold the Company harmless for any loss suffered by the Company as a result of any such breach and will indemnify the Company to the full extent of any such loss.

Members are responsible for ensuring that their staff and employees have been adequately trained to a suitable level of competency to ensure that any Construction Project(s) are carried out in accordance with these Rules.


Members must also ensure that their staff and employees have been adequately trained to ensure that they understand the obligations imposed on the Member by Compariqo's Consumer Code where applicable and the steps required to be taken by them to ensure that the Member complies fully with its duties and obligations under the Code ("Consumer Code of Compariqo").

## **III. Insurance**

Prior to the commencement of a Construction Project, it is the Member's responsibility to ensure that it has purchased all insurances which are necessary for the Construction Project whether obtained through the Company or otherwise.

It is the Member's responsibility to ensure that it complies with all with the duties, obligations and responsibilities set out in any Relevant Insurance Policy or any other insurance policy taken out by the Member as well as those set out in these Rules.

The Company will have no liability whatsoever in the event that a Member is in breach of its duties, obligations or responsibilities under a Relevant Insurance Policy or any other insurance policy taken out by the Member.



notification from a Buyer of any Defects, Structural Damage or Contamination, the must promptly, fairly and professionally:

- a)** Investigate, assess and resolve any such notification;
- b)** Cooperate with any Surveyor appointed by the Company to resolve any dispute with the Buyer about the investigation; and
- c)** Carry out any repair and rectification work the Surveyor determines to be necessary in order to remedy the Defect or Structural Damage.

#### **IV. Contractors Warranty Period**

Where a Member is responsible for remedying Defects during the Contractors Warranty Period under a Structural Defects Insurance Policy, upon receipt of

If the Buyer is not satisfied with the way in which the Member handles any such notification, the Member must inform the Buyer that they are entitled to have the matter resolved in accordance with the Dispute Resolution Process set out in these Rules.

#### **V. Construction Projects not covered by a Relevant Insurance Policy**

If a Member elects to carry out or market a Construction Project which is not covered by a Relevant Insurance Policy, the Member must ensure that all parties with an interest or potential interest in the Construction Project are made aware at the earliest possible opportunity that although the Member is on the Register the Construction Project is not endorsed by the Company.

For the avoidance of doubt, in circumstances where a Member carries out a construction project which is not covered by a Relevant Insurance Policy, the Member will not be bound by these Rules in respect of that project and the Company shall have no responsibility whatsoever in relation to that project. In relation to such Construction Project(s), the Member shall not be allowed to use the Company's logo or emblems and shall not hold themselves out as carrying out the Construction Project under these Rules or in accordance with the Company's Requirements. Nor will the Member do or say anything which would give a Third Party, a Buyer or any other party the impression that the project is in any way related to the Company.



## **VI. Housing Associations**

Where a Housing Association enters into a Contract with the Company in respect of Construction Works and agrees that these Rules shall be incorporated into the terms of that Contract:

1. These Rules shall so far as practicable and relevant be applied as if the Housing
2. Association were a Member; and
3. The Housing Association shall not employ any person, company or firm who is not a Member to carry out any part of the Construction Project.

## **7. Breach of Rules**

### **I. Defective Work**

In relation to Builders and Developers who are carrying out Construction Works in accordance with these Rules, if the Company considers that a Member has failed to perform its obligations in accordance with these Rules the Company may: -

1. Prohibit continuation of the relevant Construction Project by the Member except for such work as may be specified by the Company; and/or
2. Serve the Member with a written Notice specifying work which the Company considers to be necessary to remedy the position and the timescale within which such work must be carried out.

### **II. Failure to Comply with Instructions**

If a Member fails to carry out the work required to remedy a breach in accordance with the instructions given by the Company and within the timescale specified, the Company may instruct another person, company or firm to carry out the works specified by the Company at the expense of the defaulting Member.

For the avoidance of doubt, the Member shall be responsible for paying the costs of the works carried out by the person, company or firm instructed by the Company to carry out such works, within the timescale specified in any invoice submitted in respect of such works.

If a Member fails to remedy Defects or Structural Damage during the Contractors Warranty Period, the Company reserves the right to impose sanctions which include (but are not limited to) terminating Membership and removing the Member from the Register.



### **III. Termination of Membership**

The Company reserves the right to terminate any Membership and remove the Member from the Register for the following (non-exhaustive) reasons:

1. If the Member fails to comply with these Rules and/or its Responsibilities and/or the Requirements;
2. If the Member acts in breach of any applicable Building Regulations or legislation;
3. If a Member acts in breach of or fails to comply with Compariqo's Consumer Code; and
4. If a Member fails to repair Defects during the Contractors Warranty Period as required under the Structural Defects Insurance policy.

## **8. Removal From the Register**

### **I. Removal from the Register**

If a Member is removed from the Register whether voluntarily or by the Company, the Company may require the Member to:

1. provide such security to the Company as it may require; or
2. pay the Company a non-refundable sum in lieu of security in respect of any liability, contingent or otherwise, to which it may be subject with respect to any Construction Project(s) carried out by the Member.

If a Member is removed from the Register for disciplinary reasons, the removal may be published in the building press subject to the discretion of the Company.

### **II. Voluntary Removal from the Register**

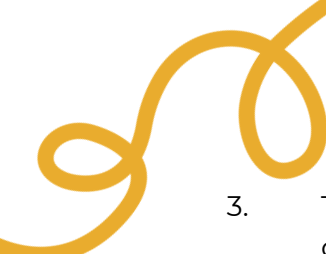
A Member may be removed from the Register at their own request by giving 28 days' Notice in writing to the Company.

### **III. Removal from the Register by the Company**

The Company shall at its discretion be entitled to remove a Member from the Register or to impose restrictions or conditions on a Member for the following (nonexhaustive) reasons:

1. Its Membership has been terminated under Rule 7. III above;
2. The Member is in breach of any of its obligation under these Rules;



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3. The Member or any employee or agent of the Member is convicted by any court of competent jurisdiction of any offence involving dishonesty;
  4. Any civil action judgment is given against the Member in circumstances involving a fraud or dishonesty on the part of the Member;
  5. The Member's actions are such that in the opinion of the Company the reputation of the Register will suffer as a result;
  6. An Insurer has made a decision not to pay any sum relating to the Construction Project due to the Member's acts or omissions;
  7. The Member has failed to reply to correspondence sent by the Company within one month of receipt of such correspondence;
  8. The Member has made or attempted to make any arrangement or composition with his creditors or, being a company, has passed any resolution pursuant to which the Member will stop trading or enter voluntary liquidation;
  9. A power of sale is exercised by a mortgagee in possession prior to the sale of a structure which is part of a Construction Project whether contracts of sale have been agreed, exchanged or not;
  10. Any cheque or other bill of exchange drawn on or by the Member is not honoured on presentation;
  11. Any fee payable by the Member pursuant to these Rules has not been paid within the period of time stipulated in the invoice relating to that fee; and
  12. The Member is or becomes subject to the control of or in the opinion of the

Company is or becomes otherwise associated with a person, company or firm who has been removed from the Register.

The rights of the Company pursuant to this Rule 8 III are without prejudice to the generality of any other rights of the Company and any delay by the Company in exercising its rights under this Rule shall not amount to a waiver of its rights to remove a Member from the Register.

#### **IV. Automatic Removal from the Register**

If a Member becomes bankrupt or, being a company or firm, has a petition presented for its winding up or enters liquidation or if a receiver, administrator, or administrative receiver is appointed in respect of any part of its affairs, the Member shall on the occurrence of any such event be removed from the Register. Any Member to whom this Rule applies must inform the trustee, receiver, liquidator or administrator as the case may be of the Company's interest.



## **V. Notice of Events which may cause a Member to be removed from the Register**

If a Member becomes aware of an event or events which may entitle the Company to terminate its Membership and remove it from the Register, it must provide written Notice of such event or events to the Company within 14 days of becoming aware of such an event or events.

Where the Company becomes aware of an event or events which may entitle it to remove a Member from the Register under this Rule, it shall give Notice of its proposal to remove the Member from the Register to the relevant Member in writing within 14 days of becoming aware of such event or events. The Member

## **VI. Consequence of Removal from the Register**


A Member who has been removed from the Register shall continue to be bound by these Rules with respect to any Construction Project(s) which have been completed concerned shall within 14 days of the date of the Notice (or within such further time as may be granted by the Company) give a full reply to the Notice in writing.

Once the Company has received a full reply to its Notice and has carried out any investigations it deems necessary, the Company shall decide whether or not to remove the Member from the Register without unreasonable delay and communicate the same to the Member in writing as soon as reasonably practicable. or are being carried out by the Member or on behalf of the Member notwithstanding removal of the Member from the Register.

Any sum which a Member who has been removed from the Register is liable to pay under these Rules to the Company in respect of Construction Projects shall remain payable by that Member notwithstanding the removal of that Member from the Register and notwithstanding the fact that the liability of that Member to pay such sum does not arise until after such removal.

A Member who has been removed from the Register shall not be able to avoid any actual or contingent liability to Third Parties involved with the Construction Project or to Buyers or the Company by reason of the removal of that Member from the Register.

Following the removal of a Member from the Register that Member shall no longer be entitled to use logos or emblems of the Company and shall not hold themselves out as being a Member.



The Company reserves the right to refuse future Membership to an Applicant who has been removed from the Register other than by Voluntary Removal.

The Company shall not be liable to return any fee's to the Member, and shall not be required to refund any premium, or associated fee's related to incomplete construction projects.

## **9. Membership Renewal**

### **I. Renewal**

Memberships will be automatically renewed on an annual basis unless otherwise terminated by the Company or the Member. Where you have an active site with Compariqo, which has not yet reached completion, you must pay the annual Renewal Fee specified by Compariqo for each Year in which you are a Member. Failure to pay your annual Renewal Fee and maintain registration will mean that no cover will be offered by Compariqo and therefore no Insurance Certificate(s) will be issued which you, the Member may require for any Construction Project.

The Company will consider whether a Membership should be renewed and whether there is any reason why the Membership should not be renewed 4 weeks prior to the renewal. Based on the Company's review, the Company shall be entitled to refuse the automatic renewal of Membership if, for example, a Member is in breach of these Rules, or the Requirements, or obligations in any other agreement between the Member and the Company, or any applicable regulation or legislation, or the Company's Consumer Code for New-Home Ownership or because of any of the reasons listed in Rule 8. III or for any other reason which in the sole discretion of the Company renders the Member unfit for Membership.

### **II. Renewal Fee**

If a Membership is to be renewed, a Renewal Fee in respect of each Membership will be payable to the Company and will be invoiced to Members by the Company on an annual basis to be paid on or before the anniversary of the Membership.

A list of fees can be found on the Company's website ([www.compariqo.com](http://www.compariqo.com)).

Renewal Fees may be amended from time to time at the Company's absolute discretion.



## 10. Appeals

Appeals to the Appeal Committee may be brought by a Member relating to any decision of the Company pursuant to these Rules including the decision to terminate Membership and/or remove a Member from the Register.

The Appeal Committee must be comprised of at least 3 members to include (i) an independent expert from the construction industry listed on the Royal Institute of Chartered Surveyors Website ("RICS") to act as Chairman, to be jointly appointed by the Parties, (ii) a Solicitor to be appointed by the Company who is not acting for the

Company with relevant experience in such matters specific to the Appeal, and (iii) a Board Member of the Company.

The Appeal Committee may:

- 1) confirm, vary or revoke any decision made by the Company; and/or
- 2) impose sanctions on a Member who contravenes any order or directions made by it in relation to any Appeal. Such sanctions might include (but will not be limited to) termination of Membership and removal from the Register; and/or
- 3) provide for costs in such manner as it may see fit.

If a Member enters into an arrangement with a Buyer of a New Home, the Member shall warrant to the Buyer that: -


- 3) They are currently a Member of the Register;

Orders and decisions made by the Appeal Committee shall be binding on the Member and on the Company and shall take effect upon being announced or otherwise notified to the party or parties affected by them.

The Company reserves the right to publish any of its decisions (except those on which it is aware an Appeal is pending) and such orders and decisions of the Appeal Committee as it may see fit. This may also be addressed by the Code under its Alternative Dispute Resolution Scheme (ADR).

## 11. Arrangements With Buyers

- 1) They will fulfil their obligations under these Rules;
- 2) The Construction Project will be carried out pursuant to the Requirements in Compariqo's Technical Standards;
- 3) They will comply with all of their Responsibilities whether set out in these Rules and/or in a Contract with any Third Party;
- 4) They will comply with Compariqo's Consumer Code;

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- 5) Unless provision is made for charges in the contract price, no charge will be made to the Buyer by the Member for any document or service rendered by the Company in relation to the Construction Project;
  - 6) They will procure all necessary insurance cover in respect of the Construction Project(s);
  - 7) In relation to Construction Projects in respect of which the Member has procured Structural Defects Insurance they will (if they have not already done so) apply to the relevant Building Control Authority for inspection of the Property pursuant to the Building Regulations and procure the delivery of a Building Control Authority Certificate when requested by the Company;
  - 8) Once the Building Control Authority or Surveyor has inspected the Property the Member will provide the Building Control Authority Certificate to the Company as soon as possible;
  - 9) They will be liable for and will repair any Structural Damage or Defect which is manifested during the Contractors Warranty Period set out in the Structural Defects
  - 10) When so requested, the Member shall provide the Company with further detailed plans, calculations and site investigation reports as it may require in relation to the proposed Construction Project including, where relevant, any special reports on land adjoining the site.
  - 11) Insurance including any Structural Damage or Defect which is the result of the Member building on adjoining property and any consequential damage to the Property; and
  - 12) They will not complete the sale to a Buyer until the Insurance Period Certificate has been issued by the Company.


## **12. Structural Defects Insurance**

The following specific rules apply to Structural Defects Insurance taken out by Members:

### **I. Underwriting Information Required**

The Member shall supply all documentation required by insurers as communicated by the Company in relation to any Construction Project.

The plans submitted to the Building Control Authority relating to any Construction Project must be made available on the site by the Member at any time within normal working hours.



The Member will supply the Company with all facilities and information which may be required from time to time during and on completion of any Construction Project(s) including the provision of test samples.

Throughout the Construction Project, the Company will arrange for inspections by professional Surveyors appointed by the Company. Prior to issuing an Insurance Period Certificate, the Company will arrange for a final inspection of the Property to be carried out by a Surveyor.

## **II. Insurance Period Certificates Where:**

- 1)** the Company is of the opinion that in relation to a completed Construction Project the Member has fulfilled its obligations pursuant to these Rules and to the Requirements in Compariqo's Technical Standards then, subject to the remaining paragraphs of this Rule, it will provide an Insurance Period Certificate in respect of the Construction Works;
- 2)** a Member has failed to comply with part of its obligations pursuant to these Rules then the Company may provide an Insurance Period Certificate with an endorsement which excludes specified items from cover;
- 3)** either (a) the Construction Project begin more than twelve (12) months after they are notified to the Company; or (b) an Insurance Period Certificate has not been issued within three (3) years of the date on which the Company is notified of the Construction Project the Company shall be entitled to require an additional Premium to be paid by the Member, before issuing an Insurance Period Certificate.

Where the Company is unwilling or for any reason declines to provide an Insurance Period Certificate in respect of a Construction Project due to a failure on the part of a Member to fulfil any obligation under these Rules or to comply with the Requirements set out in the Company's Technical Standards or in Compariqo's Consumer Code or in accordance with any other requirement or obligation, the Company may, where appropriate, serve Notice on the Member concerned requiring the Member to undertake such work as may be specified in the Notice to ensure the Construction Project is fully compliant with the Requirements, such work to be completed within the timescale specified in the Notice.

## **13. Notifying Construction Project(s)**

### **I. General**

If a Member wishes to undertake a Construction Project, it must notify the Company before any such Construction Project is undertaken.



Any such Notice shall:

- 1) be made in such form as prescribed from time to time by the Company but normally using the Company's Application form which can be found on the Company's website ( [www.compariqo.com](http://www.compariqo.com) ) or in writing, via e-mail or telephone contact with the Company; and
- 2) submitted to the Company not less than 6 weeks before the Construction Project is due to commence or at such other time as the Company may specify.
- 3) specify whether the Member requires the Construction Project to be covered by an existing Relevant Insurance Policy or whether the Member requires a new insurance product to cover the Construction Project.
- 4) include any information which is material to the risk involved with the Construction Project including whether the Construction Project presents any unusual risks.

## **II. Acceptance/Refusal of Construction Project(s)**

Upon receipt of Notice of a Construction Project from a Member, the Company will notify the Member whether or not the Construction Project is accepted for cover under a Relevant

Insurance Policy, if this is required and, if so, whether any conditions shall apply to such cover.

If the Construction Project is accepted for cover, the Company will issue a Quotation in such form as the Company may decide to state whether any conditions apply and enclosing a Quotation Acceptance.

If a Member decides to accept any such Quotation, he shall complete and return the Quotation Acceptance to the Company at least 3 weeks before the Additional Construction Project is due to commence.

A final Insurance Certificate will be issued to the Member following the completion of the Construction Project, subject to all site surveys being satisfactory and once the Construction Project has been signed off as completed by the Approved Inspector undertaking Building Control inspections.

In the case of Structural Defects Insurance, Members are obliged to transmit the relevant insurance documentation to a Buyer at the time of exchange of contracts or when a contract is concluded between the Member and the Buyer in respect of a Property.



### **III. Failure to Notify Construction Works**

Where a Member fails to notify the Company prior to commencing a Construction Project the Member shall inform the Company forthwith of its intention to carry out the Construction Project and:

- 1)** Promptly submit Notice to the Company of the Construction Project;
- 2)** Pay such Premium or additional Premium as the Company may request;
- 3)** Reimburse the Company in respect of any expense incurred in inspecting the Construction Project to establish whether they comply with the Requirements; and
- 4)** Carry out any remedial work and otherwise ensure that the Construction Project when completed, complies with the Requirements set out in the Company's Technical Standards.

### **14. Notification of Changes in Circumstances**


A Member must notify the Company:

- 1)** Of any circumstances which could result in it being removed from the Register under these Rules;
- 2)** Of any change of address;
- 3)** If there is a change in ownership of the Member;
- 4)** If it is unable to meet its debts as they fall due;
- 5)** If it ceases trading, become bankrupt, goes into liquidation, enters into a voluntary arrangement or makes any arrangement with a creditor;
- 6)** If an administrator, receiver or an administrative receiver is appointed in relation
- 7)** If a claim is made against the Member in relation to any Construction Project and the particulars of any such claim;
- 8)** Of the name and address of any Buyer of a Property from the Member promptly on the completion of the sale or lease of the Property to such Buyer;
- 9)** If there is a Material Change in Circumstances in relation to the Construction Project; and/or
- 10)** Any Material Change in Circumstance in relation to the Member.

### **15. Communications and Information**

Communications including Notices may be sent by the Company to a Member's registered address. Such communications which are despatched by first class post shall be deemed to have been communicated to the Member 48





hours after the date of posting (except for Saturdays, Sundays and Bank Holidays which will not be included for the purposes of counting the 48 hours). Where communications are sent by electronic mail transmission, they will be deemed to have been communicated on the business day after the day on which the communication was transmitted.

Where any communication is sent to a Member by the Company the Member must despatch any replies to that communication to the address of the Company stated in the communication.

Any communication informing a Member of a decision to remove them from the Register shall be despatched by recorded delivery.

## **16. Limitation of Liability**

To the extent permitted by law, the Company's liability is limited as described in this Rule.

The Company shall have no liability whatsoever in respect of any claim made by a Buyer against a Member under a Relevant Insurance Policy.

In the event that an Insurer declines to pay a claim under a Relevant Insurance Policy which has been assigned to a Buyer, the Company will have no liability whatsoever to the Member or Buyer or any other party which might bring a claim under a Relevant Insurance Policy.


In the event that an Insurer refuses to indemnify the Member or a Buyer or any other party to whom the benefit of any Relevant Insurance Policy or Structural Defects Insurance has been assigned because the Member failed to provide a fair presentation of the risk, the Company will have no liability for any resulting loss suffered by any party.

If any such party seeks to recover from the Company any loss it suffers as a result of a failure on the part of the Member to provide a fair presentation of the risk then the Member will indemnify the Company for any loss incurred by the Company and will hold the Company harmless to the full extent of such loss.

## **17. Claims**

### **1. Structural Defects Insurance**

When a Buyer makes a claim under a Structural Defects Insurance policy to a Member, the Member must notify the Company within 7 days of making such a claim.



If the claim is received by the Company it shall notify the Member within 7 working days of receiving the claim.

Upon receipt or notification of a claim the Member shall promptly:

- 1) Provide full co-operation to the Company in any investigations of the claim including attending at such places as may be required, providing any documents that may be necessary including plans pertaining to the Construction Project or its surroundings;
- 2) Perform such investigations as the Company may require and reinstate any
- 3) Damage caused by such investigation; and
- 4) meet any costs arising by reason of paragraphs (a) and (b) above.

## **II. All Relevant Insurance Policies**

Members must ensure that they comply with the claims notification and cooperation

requirements in any Relevant Insurance Policy.

For the avoidance of doubt, the Company will not be liable to the Member in respect of any claim under a Relevant Insurance Policy including Structural Defects Insurance policy. Nor shall the Company be responsible for Defects during the Contractors Warranty Period.

# **18. General Contractual Matters**


## **I. Recovery**

Sums which a Member is liable to pay to a Third Party or to the Company in accordance with its Membership may be recovered from the Member on demand and shall carry interest at the rate of 4% per annum above the base rate of the National Westminster Bank PLC prevailing at that time from the date the sum was due to the date the sum is paid in full.

## **II. Buyers**

All Members must have procedures and policies in place for handling and resolving any complaints by Buyers. Any such procedures and policies must be compliant with the requirements set out in Compariqo's Consumer Code, where it is applicable to the complainant Buyer.

Where a complaint has been made by a Buyer to the Company about a Member, the Company will make proper enquiries and take such action as it considers, in its sole discretion, appropriate.



If a Member becomes aware of circumstances which may result in a complaint or which gives rise to or may give rise to litigation or proceedings, it should notify the Company immediately.

Any complaint will be processed in accordance with the terms of Compariqo's Consumer Code.

The Company will provide regular updates to Members in respect of any complaint which will include an update on the progress of the investigation into the complaint, reasons for any delay, if further information is required to resolve the complaint and when the Member can expect a further update and final response.

In most cases, the Company will endeavour to provide the Member with a final response within eight weeks of the complaint being made and if this is not possible will write to the Member to explain why. For example, if the matter has been escalated to the Alternative Dispute Resolution Scheme under Compariqo's Consumer Code.

### **III. Members**

All complaints by Members should be referred in the first instance to the Company's Complaints Officer.

Any Member who is aggrieved by any action of the Company other than action to remove him from the Register shall have the right to challenge the action of the Company subject to the procedures laid down by the Appeal Committee.


### **IV. Advertising**

No Member shall inform any third party of the rating category allotted to the Member by the Company where applicable nor may such rating category be used for or referred to in advertising by or relating to the Member.

### **V. Confidentiality**

The Member and the Company each undertake that it shall keep confidential and shall not, without the written consent of the other party, disclose to any other party any detail of these Rules or the agreement between them or any other information of a confidential nature save for as follows:

- 1) to its employees, officers, external auditors, professional advisers or consultants who need to know such information for the purposes of enabling the receiving party to carry out its obligations under these Rules.

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- The receiving party shall use all reasonable endeavours to ensure that its employees, officers, external auditors, professional advisers and consultants to whom it discloses confidential information also comply with this Rule 18, IV;
- 2) where required by law, court order or any governmental or regulatory authority;
  - 4) where the confidential information is now in or comes into the public domain otherwise than as a result of a breach of this Rule 18, IV;
  - 5) where the confidential information is already known by the receiving party in circumstances when it was not bound by any form of confidentiality obligation.

## **VI. Data Protection**

The Company undertakes to comply with the applicable Data Protection legislation or any other applicable Data Protection laws or regulations in force from time to time and will ensure that it has taken all necessary steps to comply with such legislation.

Any personal data (as defined in the applicable Data Protection legislation) supplied by a Member will only be used for the purposes of administering the Membership and processing any Relevant Insurance Policy.

If personal data provided by a Member to the Company changes, the Member will provide the Company with updated or corrected data as soon as possible and the Company will ensure that it corrects the personal data about that Member immediately.


Members are also entitled to request that personal data held about them by the Company is deleted or request copies of personal data held by the Company at any time. If a Member would like their data to be deleted or requires copies of personal data held about them, they should contact the Company.

## **VII. Dispute Resolution Process**

### **a. Between Buyers and Members**

Where a dispute arises between the Member and a Buyer, the Company shall act as far as practicable to encourage agreement between the parties and the Member shall participate in such attempt.

Where the Company is unable to resolve the dispute then, subject to the agreement of the Buyer the dispute shall be submitted to an arbitrator who shall



be appointed by the Chartered Institute of Arbitrators. The parties to the arbitration shall accept the arbitrator's award as final and binding on each of them.

#### **b. Members and the Company**

If a dispute arises between the Parties in relation to these Rules the Parties in dispute shall first define and agree the nature, scope, value and urgency of the dispute and issues which are contested. The Parties will in the first instance seek to resolve the dispute.

If the dispute cannot be resolved, it shall be referred to arbitration under the ARIAS Arbitration Rules.

An arbitration tribunal shall consist of three arbitrators, one to be appointed by each Party and ARIAS (UK) will appoint the third arbitrator. The decision of the arbitration tribunal shall be final and binding on the Parties.

The seat of arbitration shall be in London.

The tribunal (or sole arbitrator) shall rule on arbitration costs and fees.

### **VIII. Governing Law**

These Rules shall be governed by the laws of England & Wales.

## **19. Other Products**

The Company offers the other products which are listed on the Company's website. If you require further information, please contact Compariqo on 0151 221 9665 or information is also available on our website at [www.compariqo.com](http://www.compariqo.com).

By signing this agreement, all parties agree to the terms as described above:

Signed on behalf of Member	Signed on behalf of Compariqo
Signature:	Signature:
Print Name:	Print Name:
Company Name:	
Date:	Date:

**Contact Us for  
more information**

[hello@compariqo.com](mailto:hello@compariqo.com)



0151 221 9665

