



## 1. INTRODUCTION

**Throughout these Terms and Conditions reference to “we”, “us” and “our” refer to the NCC, and references to “you” and “your” refer to the Applicant.**

- a) These Terms and Conditions relate to our verified components, verified accessory and verified leisure battery scheme registers and apply to all companies that apply and pay to have their products verified and subsequently listed on the registers.
- b) All applicants who apply for listing(s) on the register(s) agree to abide by these Terms and Conditions.
- c) English law applies to the agreement we have with you in relation to the inclusion of your products on our registers. We both accept the non-exclusive jurisdiction of the English Courts.

## 2. SCOPE and DEFINITIONS

- a) These Terms and Conditions relate to the verification of Component(s), Accessories, or Leisure Batteries submitted by you as being compliant with the applicable product standard(s), and based on a review of third party test reports/certificates obtained from reputable/recognised test laboratories and submitted by you.
- b) For the purposes of the Verified Component Scheme a component is defined as a product that is designed to be fitted as standard in a finished touring caravan, motorhome, caravan holiday home or residential park home. An example of a component would be a smoke alarm because it is a requirement for NCC approval that a smoke alarm to be fitted to a finished leisure accommodation vehicle or residential park home.
- c) For the purposes of the Verified Accessories Scheme an accessory is defined as a product that is designed to be supplied as an option or is supplied separately to a touring caravan, motorhome, caravan holiday home or residential park home. An example of an accessory would be a fire extinguisher because it is not a requirement for NCC approval for a fire extinguisher to be fitted to a finished leisure accommodation vehicle or residential park home.
- d) For the purposes of the scheme a leisure battery is defined as a battery that is designed and supplied to provide auxiliary power for the habitation functions of a touring caravan or motorhome. A leisure battery does not supply the electrical system required for road operation of the vehicle (for example road lighting)

## 3. YOUR OBLIGATIONS (THE APPLICANT)

- a) You shall make available to us all certificates/reports, drawings, images and other information required by us to facilitate the verification process or at any time thereafter as required.
- b) You agree to indemnify us from any liability of whatever kind or nature, including but not limited to court costs and reasonable legal fees if the information provided by you is inaccurate or incomplete.
- c) You will promptly notify us of any change of address and of any merger, demerger or acquisition or significant change in management or ownership.

[National Caravan Council Limited](#)

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Reg. No. 519228 England

- d) You are required to notify us immediately when a registered product becomes unavailable or is withdrawn for any reason (e.g. for recall etc.)

#### **4. OUR OBLIGATIONS (THE NCC)**

- a) We will endeavour to take all steps necessary to ensure the verification process is carried out in accordance with these terms and conditions.
- b) In the event of any inconsistency in the compliance with the standard(s) or conflict with the reviews submitted by the applicant we reserve the right to reject the application in full.
- c) Where an application is rejected any fees submitted in support of the application will not be refundable.
- d) We retain the right to remove a product from the register if we have reasonable grounds to do so (e.g. non-compliance, health and safety grounds etc.).

#### **5. THE NCC LOGO**

- a) Companies / individuals who are not in membership of the NCC are not permitted to use our logo unless agreed in writing by the Director General of the NCC.
- b) Unauthorised use of our logo will be investigated and may result in appropriate action being taken by the relevant enforcement agencies and the NCC. This may include legal action. If such action is taken, then the applicant agrees to pay the reasonable legal costs incurred in bringing such an action.

#### **6. PAYMENT TERMS**

- a) Payment is due 30 days from the date of the invoice.

#### **7. DURATION**

- a) This agreement lasts for a period of 12 months and will be automatically renewed for successive periods of 12 months until ended by you or us.

#### **8. RENEWAL OF ENTRY ON REGISTER**

- a) Inclusion of components, accessories and Leisure Batteries on the register is for a 12-month period from the date of the invoice. We will write to you one month before the 12-month period has expired providing you with a copy of your current entry on the register and invite you to renew for a further year.
- b) You will also be given the opportunity to review your current listing and make any adjustments that have not already been made during the 12-month period in line with clause 3d above
- c) Any new product will be subject to the verification process and must comply with the terms set out in clause 3 above 'YOUR OBLIGATIONS' (THE APPLICANT).
- d) If a registered product becomes unavailable or is withdrawn – e.g. as part of a recall etc. - during the duration of the agreement you must notify us immediately so we can amend the register accordingly.
- e) The fees on any renewal will be the price notified by us to you at the time of the renewal. In all other respects your agreement will renew on the same terms and conditions.
- f) We reserve the right to remove a product from the register if we have reasonable grounds to do so.

#### **9. BRINGING THE AGREEMENT TO AN END**

- a) Either party can voluntarily end the agreement at any time during the 12 months or at the end of any 12-month renewal period by giving the other party 2 months' notice.

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- b) The agreement may be ended immediately by us without notice if:
  - i) You become insolvent or go into liquidation or become unable to pay your debts.
  - ii) You are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and you have failed to do so within the given timescales.
  - iii) You fail to pay the invoice within the stated payment period.
- c) If we end the agreement under 9b i, ii or iii you must indemnify us against all reasonable costs and losses we incur as a result. We will not be liable for any losses or costs you incur as a result.

#### **10. OUR LIABILITIES**

- a) We are not liable for any loss as a result of our failure to provide the service where this is beyond our control unless we do so deliberately or are negligent. We are not liable for any failure until you have told us about it and given us a reasonable time to rectify it.
- b) You agree that (i) we will not have any liability for any loss, damage or claim which arises as a result of or in connection with the agreement and/or your use of this service except to the extent that such loss, damage expense or claim is directly attributable to our deliberate act or our negligence (our liability) and (ii) that our liability will be subject to refund of your application fee for the last 12 months or the period from the first date on the register, whichever is the sooner.
- c) We will not have any liability for loss of business, loss of profits, loss of anticipated savings, loss or damage to data, third party claims or any consequential loss. We strongly advise you to insure against all such potential loss, damage expense or liability.

#### **GENERAL**

We reserve the right to amend these terms and conditions as appropriate. We reserve all rights, actions or claims it may have against a firm that arouse by way of any act or omission by the firm during any period of registration with the NCC.