Approval Number 2310516
Test Report: 122300700-0002, 122300700-0003, 122300700-0004 & 122300700-0006

Water Regulations Approval Scheme Ltd.
Unit 13,
Willow Road,
Pen y Fan Industrial Estate,
Crumlin,
Gwent,
NP11 4EG

9th February 2024

Simona Peak Pipe Systems Ltd.
Smeckley Wood Close,
Chesterfield Trading Estate,
Chesterfield,
S41 9PZ

WATER REGULATIONS APPROVAL SCHEME LTD. (WRAS)
MATERIAL APPROVAL

The material referred to in this letter is suitable for contact with wholesome water for domestic purposes having met the requirements of BS6920-1:2000 and/or 2014 'Suitability of non-metallic products for use in contact with water intended for human consumption with regard to their effect on the quality of the water'.

The reference relates solely to its effect on the quality of the water with which it may come into contact and does not signify the approval of its mechanical or physical properties for any use.

POLYETHYLENE- COMPONENTS. **5240**

`Simona Peak Pipe Systems PE100 Pipe`. Black coloured, extruded PE100 pipes. For use with water up to 23°C.

APPROVAL NUMBER: 2310516
APPROVAL HOLDER: SIMONA PEAK PIPE SYSTEMS LTD.

The Scheme reserves the right to review approval.
Approval 2310516 is valid between October 2023 and October 2028

An entry, as above, will accordingly be included in the Water Fittings Directory on-line under the section headed, “Materials which have passed full tests of effect on water quality”.

The Directory may be found at: www.wrasapprovals.co.uk/approvals-directory/

Yours Faithfully

Ian Hughes
WRAS Approvals Manager

WRAS MATERIAL APPROVAL - MATERIALS WHICH HAVE PASSED FULL TESTS OF EFFECT ON WATER QUALITY

The material referred to in this letter is suitable for contact with water for domestic purposes. **Approval of this material does not signify the approval of its mechanical or physical properties for any use.**

Manufacturers or applicants may only quote in their sales literature terms which are used in this letter, namely that; 'the material as listed, having passed the tests of effect on water quality, is suitable for use in contact with wholesome water'

This may be abbreviated to 'Water Regulations Approval Scheme - Approved Material' or 'WRAS Approved Material'.

The scope of an Approval does not extend to rebranded materials unless otherwise agreed by the Scheme.

Use of the WRAS Approved Material Logo

Approval holders may use the WRAS Approved Material logo and make reference to any approval issued by WRAS Ltd. in respect of a particular material or range of materials provided the approval is, and remains valid.

Approval holders are entitled to use the logo on the packing, promotional literature and point of sale advertising Approved Materials.

Modifications to existing Approvals

It is a condition of WRAS Material Approval that NO changes or modifications to the Approved Material, be made without the Approval Holder first notifying WRAS Ltd. Full details of the proposed changes must be provided to the Scheme. Failure to comply with this condition will immediately invalidate a previously granted Approval.

Re-Approval

Please note it is the responsibility of the Approval Holder to ensure the Approval remains valid. WRAS Ltd. accepts no liability for the delay in granting approval where this is caused by circumstances outside of the Scheme's control.

APPENDIX A - Standard Terms of Approval

1. WRAS Approvals Schemes

1.1. The WRAS Approval Schemes ("the Schemes") and the WRAS Products and Materials Directory are owned and operated by the Water Regulations Approval Scheme Ltd ("WRAS").

1.2. To be eligible for WRAS approval products or materials must be capable of lawfully installed or used in the UK.

1.3. The WRAS Approvals Scheme Requirements & Code of Practice (WRAS.Cust-402) sets out what an Approval is.

1.4. WRAS is not responsible for enforcement of the Regulations, nor does it have any statutory powers. A WRAS Approval does not guarantee a water fitting will be accepted by Water Companies or that enforcement actions will not be taken. Site specific circumstances will be relevant such as aspects of the plumbing system design in which the fitting is installed, as well as water company terms and condition of consent.

1.5. Installation Requirement Notes (IRNs) applied to an Approval are designed to help installers, but do not guarantee all site-specific requirements are covered.

1.6. These Standard Terms and Conditions of Approval (T&Cs) and the Scheme Requirements form the agreement between WRAS and the Applicant / Approval Holder in respect of applications and Approvals.

1.7. The definitions in document WRAS.Gen-601: "WRAS Approvals Terms & Definitions" shall apply throughout.

1.8. In the event of any conflict between these T&Cs and any of the documents referred to in them, the T&Cs shall take precedence.

2. Obligations of the Applicant & Approval Holder

2.1. It is the responsibility of Applicants to ensure that they are familiar with, accept and comply at all times with the requirements of the Scheme as detailed in these Standard Terms and Conditions, the Code of Practice (WRAS.Cust-402) and the WRAS Scheme guidance. This includes, but is not limited to, the following documents:

i. WRAS Approval Scheme Brand Guidelines
ii. WRAS Approvals Guides
iii. Test Code Sheet Matrix.
iv. Guidance for non-metallic materials in fittings
v. Sampling Matrix
vi. Installation Requirement Notes (IRNs).

These are available for download from the WRAS website www.wrasapprovals.co.uk.

2.2. The Applicant guarantees the accuracy and completeness of all information contained in the Application and any other information now or subsequently provided by the Applicant or its Agents to WRAS and/or the Recognised Test Laboratory in pursuance of the application and confirms that none of this information is or may be construed as misleading in any way. WRAS accepts no liability for any losses or any other damage arising from incomplete or incorrect information provided by the Applicant.

2.3. The Applicant must implement suitable quality assurance methods / Factory Production Control (fpc), in order to ensure that the characteristics verified during certification remain of the same quality throughout the period of approval. This may be ensured through direct self-monitoring, as well as through measures under a quality management system in accordance with ISO 9001/ CE Mark. Assurance records and details of any investigations into complaints relating to Approved Products shall be presented to WRAS on request. The records shall be retained by the Applicant for ten years.

2.4. Approvals granted shall be subject to surveillance by WRAS, either as part of routine or investigative auditing activity. The Approval Holder shall co-operate fully with WRAS for this purpose, including accommodating inspection observers if necessary. The Approval Holder shall reimburse WRAS for all reasonable costs incurred in connection with surveillance & audit activities.

2.5. WRAS reserves the right to undertake unannounced audits of Approval Holders' facilities as part of investigations.

2.6. In order to maintain an Approval, the self-declaration of continued compliance must be completed annually by the Approval Holder in accordance with the Scheme Requirements. If these requirements are not met sanctions will be applied to the Approval.

3. Pre-Application Advice

3.1. Applicants may seek pre-application advice before submitting an application for WRAS Approvals

3.2. WRAS Product Approval will only be granted to production samples. Prototype or pre-production samples may be submitted for pre-application advice however additional testing may be required when subsequently submitted for full approval as a production sample.

3.3. Any pre-application advice is provided on the basis of the preliminary information provided. This advice should not be taken as guaranteeing that a product will be granted a WRAS approval nor that no enforcement action will be taken in respect of it by water companies. WRAS Approvals will carry out a full assessment of the product when an approval application is submitted.

3.4. No reliance should be placed on any pre-application advice for the purposes of designing or producing any product. WRAS accepts no liability for loss of goodwill, business, revenue or profits, anticipated savings or wasted expenditure (whether reasonably foreseeable or not) or indirect or consequential loss arising from or in connection with such advice.

4. Applications

4.1. All applications for WRAS Approval must be submitted using the appropriate official WRAS Application form.

4.2. Applications for WRAS Material Approval for non-metallic materials must be supported by test certificates to BS 6920, instructions and data safety sheets where required.

4.3. All applications for a WRAS Product Approval must be supported by schematic diagrams, technical drawings, photographs of product and markings, and installation manuals where appropriate. These must illustrate the arrangement of the product, clearly showing the water supply connections, discharge points (including overflows and waste discharges) and the water pathway through the product.

4.4. Product Approval applicants must provide a schedule of materials. All component parts of a product (including solder, thread sealant tape, lubricant and grease) which come into contact with wholesome water must be listed.

4.5. The Application Form must include details of any Agents appointed by the Applicant detailing the scope of the Agent's authority. The Applicant takes responsibility for all acts of their Agent in connection with the Application / Approval and indemnifies WRAS for any losses incurred as a result of any breach of these T&Cs by the Applicant or its Agent(s).

4.6. Applications are valid for a period of 12 months from the date of which they are verified by the applicant, after which time confirmation will be required that the information provided is up-to-date.

4.7. WRAS reserves the right to reject an application if it has reasonable grounds to believe the terms and conditions and other scheme requirements will not be met.

5. Application Fees

5.1. WRAS charges an administration fee ("WRAS Fee") for processing an Application. Details of the WRAS Fee are available from WRAS website and can be confirmed on request. Where applicants are using a Recognised Test Laboratory to project manage their application, WRAS will collect this fee from the Recognised Test Laboratory. In such cases, this fee is usually included in the charges made by the Recognised Test Laboratory to the Applicant, but it is the Applicant's responsibility to confirm this and to ensure that the WRAS Fee is discharged in full.

5.2. The Applicant will commit to pay WRAS fees within 30 days of the invoice. This includes surveillance fees and any third-party payments e.g. bank charges and additional courier charges. WRAS shall apply an additional administration fee for processing third party payments. Approval may be suspended if payment is not received on time. New applications will not be processed until overdue debts are paid.

5.3. The Applicant accepts responsibility for any import duties for samples supplied.

6. Termination

6.1. Either party may close an application at any time upon giving the other party written notice.

6.2. In the event that an applicant withdraws an application they shall pay to WRAS all sums due or committed up to the date of withdrawal.

6.3. Termination of this agreement shall not affect the rights and liabilities of either party accrued prior to termination.

7. Intellectual Property and Ownership of documents

7.1. All intellectual property owned by either party or any third independent party shall remain exclusively the property of the owner.

7.2. The Applicant grants to WRAS a perpetual, world-wide, non-exclusive, royalty-free licence to use any materials supplied by or on behalf of the Applicant for the purpose of administering the Scheme and exercising WRAS's rights and performing WRAS's obligations under this agreement. This licence includes the right to copy and modify the licenced materials, and to grant sub licences.

7.3. Subject to any confidential information or other intellectual property belonging to the Applicant, all application forms are the property of WRAS.

8. Confidentiality

8.1. Subject to the remaining terms of this clause 8, both WRAS and the Applicant undertake not to divulge to any third party, any information which was designated as confidential by the other party at the time it was made available ("Confidential Information"), without prior written consent of that other party.

8.2. WRAS may make information relating to granted and expired Approvals available to the Water Companies. This includes information which is, or was, published in the public directory and photographs that could help to identify a product. This includes the dates any modifications, suspensions or withdrawals were implemented.

8.3. WRAS may publish in the Directory any information that these T&Cs, the Scheme Requirements, or any of the other Scheme documents state will be published in the Directory. Any information that is published in the Directory shall be treated as being in the public domain even after the expiry, suspension or withdrawal of an Approval.

8.4. It is acknowledged and agreed that WRAS shall be entitled to retain all information provided by an Applicant for the entire duration of the Approval Period (including any renewal period granted by WRAS) and for up to seven years following the expiry of any granted Approvals. This includes, but is not limited to, test results and analyses of Confidential Information, provided that the Confidential Information is kept secure at all times.

8.5. Nothing in this agreement shall prevent a party from disclosing or otherwise using information if (i) the information is in, or enters, the public domain other than as a result of a breach of this agreement, (ii) the information was known to that party prior to receiving it from the other party, (iii) the information is received from a third party not subject to a duty of confidentiality, or (iv) such disclosure or use of the information is required by any rule of law or the order or direction of a court or regulatory body of competent jurisdiction, or (v) such disclosure is permitted by any other term of this agreement.

9. Performance Testing

9.1. WRAS will only accept Applications which include test reports from a Recognised Test Laboratory which cover in full, the Scheme's acceptance criteria.

9.2. Products must be tested in accordance with the requirements identified in the Test Code Sheet (TCS) matrix published on the WRAS website, against appropriate standards or in accordance with relevant harmonised standards and additional scheme requirements as notified by WRAS.

9.3. Where a product is an assembly of components, all individual constituent components must satisfy the requirements applicable to that component and unless already WRAS Approved will require testing.

9.4. In the case of non-standard products clarification of the testing required should be sought from WRAS in advance.

9.5. The scope of an Approval is restricted to those conditions applied during testing. Applications should include all scenarios and variations the applicant wishes to be covered in the Approval.

9.6. Mechanical testing of products must have been completed no more than two years before the report is presented for Approval.

9.7. WRAS shall exercise reasonable skill and care in applying its policies for the recognition of test laboratories, as set out in the Requirements Documents. WRAS shall require every Recognised Test Laboratory to enter into a contract with WRAS requiring the laboratory to comply with the Requirements Documents.

10. Test Samples

10.1. A sample on which a WRAS Approval is to be based should have been manufactured no more than 12 months before the date of its receipt by the Recognised Test Laboratory.

11. Markings

11.1. It is a condition of WRAS Product Approval that all products be adequately and consistently marked to facilitate identification.

12. Testing Failure

12.1. Should a product undergoing mechanical performance testing fail to satisfy the requirements of an individual test then a record of the failure will be reported to WRAS by the Recognised Test Laboratory. Complete retesting of a new sample will be required unless WRAS accepts that replacement of the failed component or product would not affect the performance of the other tests already carried out on the sample that failed.

12.2. Should a replacement sample subsequently fail the same test then it is deemed to be an outright failure and will be reported as such to WRAS by the Recognised Test Laboratory. If the replacement fails a different test it is considered to be a first failure and treated as a failure during testing.

13. Modified replacement samples

13.1. If a product fails to satisfy the requirements of an individual test and is then modified, the Applicant must provide a declaration detailing the nature and full extent of all modifications. In such cases the status of any earlier testing should be clarified with WRAS.

13.2. Where a modified product is re-tested it is only deemed to be an outright failure if two failures are recorded for the same test.

14. Failure of samples representing a product range

14.1. Failure of one sample from amongst a number of samples representing a product range will be treated as a first failure of that particular model/size. In this circumstance the same variant should be retested. An outright failure would only occur if the replacement example failed the same test.

15. Failure of early audits

15.1. The failure of a product submitted for early audit will at the discretion of WRAS render the current Approval null and void and will result in the Approval being removed from the Directory.

16. Certificates

16.1. WRAS will normally issue a certificate within two weeks of a product gaining Approval.

16.2. Approval Holders must not use old versions of any WRAS certificate or modify any WRAS certificate. Any certificate provided by an Approval Holder to a third party must be current and in the full and complete form as issued by WRAS, including any IRNs and conditions attached.

16.3. A certificate issued by WRAS shall remain the property of WRAS at all times.

17. Directory entries

17.1. Duplicate Directory entries for Products are not permitted.

17.2. All recently approved WRAS listings will normally be added to the Directory within two weeks of them gaining Approval.

17.3. All expired Approvals will be removed from the Directory following their expiry dates.

18. Alterations and additions to an existing approval

18.1. All requests for alterations or addition to a current Approval should be made directly to WRAS.

18.2. There are no restrictions on the number of revisions that can be made to an Approval during its lifetime provided that the conditions of the Scheme are complied with.

18.3. An application fee for alterations and additions to existing approvals will be applied regardless of outcome.

18.4. Additions to an existing Approval without the need for additional testing of the Product will only be permitted if the Scheme's sampling acceptance criteria are satisfied.

19. Secondary Approvals

19.1. Applicants for Secondary Approvals do not need to be the Primary Approval holder. In all circumstances the Applicant must obtain the written consent of the Primary Approval holder before submitting an application for a Secondary Approval.

19.2. Any changes made to a Primary Approval (including the withdrawal of that Approval) shall automatically apply to any Secondary Approval based on that Primary Approval. WRAS shall notify the Secondary Approval holder of the change, but shall not be obliged to disclose the reasons for the change.

20. Registered Certification Marks

20.1. The “WRAS Approved Product” and “WRAS Approved Material” logos are certification marks registered under the Trade Marks Acts 1994 (“Certification Marks”). Approval Holders shall be entitled to use the Certification Marks upon the licence terms set out in this clause 20 (“Licence Terms”). The Brand Guidelines can be found on the WRAS Website.

20.2. The Approval Holder acknowledges that WRAS is the owner of the Certification Marks and the Approval Holder shall not do anything which may be taken to indicate the Approval Holder has any right or interest in the Certification Marks other than as set out in these T&Cs.

20.3. Prior to an Approval being granted Applicants shall not use the Certification Marks or the WRAS name or logo in any publication or suggest or imply any endorsement of a particular product or range of products by the Scheme either verbally, in writing or by any other means.

20.4. Approval Holders may use the Certification Marks only in respect of those Approved Products listed in the Approval Letter and only for the duration of the Approval Period applicable to those Approved Products. Where Approval has lapsed or is withdrawn, the Approval Holder must immediately stop using the Certification Marks in relation to the relevant Product.

20.5. Subject to the rest of these Licence Terms, Approval Holder may use the Certification Marks on the packaging, promotional literature and point of sale advertising for the relevant Approved Products.

20.6. If the Approval Holder’s right to use the Certification Marks in relation to a Product ends then the Approval Holder must remove the Certification Mark from or destroy the packaging, promotional literature, point of sale advertising and any other materials relating to that Product. The Approval Holder shall ensure that its Factors also comply with this clause 20.6.

20.7. Where a Certification Mark is used, it must be replicated without adaptation or alteration, save that reproducing the logo in black and white as opposed to colour is permissible.

20.8. The Certification Marks may only be used in connection with a product range where each individual product and/or material and/or component within that product range has been granted individual WRAS Approval.

20.9. The Approval Holder shall inform its Factors and agents that any Modification or other alteration to the Approved Product may invalidate the Approval and shall inform WRAS of any Modification or other alteration as soon as this comes to the Approval Holder’s attention.

20.10. The Approval Holder shall not sub-licence, assign, transfer or otherwise deal with the Certification Marks other than on these Licence Terms.

20.11. The Approval Holder shall adhere to the terms of all brand guidelines issued by WRAS from time to time. Failure to comply with all brand guidelines will immediately invalidate a previously granted Approval.

20.12. The Approval Holder at all times remains responsible for the correct use of the Certification Marks by its Factors.

21. Complaint Management

21.1. The Approval Holder shall be required to keep a record of all the complaints made known to it in respect of an Approved Product during the validity of the Approval, and retain such record for ten years from the end of that period.The Approval Holder shall provide WRAS with a copy of the record referred to in clause 21.1 upon WRAS’s request at any time during the period the Approval Holder is required to keep and retain that record.

22. WRAS Approval Schemes Sanctions

22.1. WRAS reserves the right to suspend, amend or withdraw an Approval or to amend or remove details of it from the WRAS Product and Materials Directory in the following circumstances:

i where there has been a breach by the Applicant / Approval Holder of any of its obligations detailed in the Scheme Requirements or any other provision of these T&Cs;

ii where WRAS considers this necessary as result of a change in any relevant law, regulation, specification, standard or any other requirement which affects the issue of WRAS Approvals.

iii where WRAS is no-longer satisfied that the relevant Product or material complies with Regulation 4(1)(a), Schedule 2 paragraph 2 of the Regulations or the Scheme Requirements.

22.2. WRAS reserves the right to notify the Water Companies of suspensions, amendments and withdrawals.

22.3. At its sole discretion, WRAS may publish details of the withdrawal, amendment or suspension of an Approval.

23. Limitation of Liability

23.1. Nothing in this agreement shall limit or exclude WRAS's liability for:

i death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

ii fraud or fraudulent misrepresentation; or

iii any other liability that cannot be so limited or excluded under law.

23.2. WRAS shall not be liable to the Applicant or Approval Holder, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

i loss of profits or revenue;

ii loss of sales or business;

iii loss of opportunity or contracts;

iv loss of or damage to goodwill or reputation; or

v indirect or consequential loss;

(in each case) arising under or in connection with this agreement or any Application, suspension, amendments or withdrawal of Approval.

23.3. WRAS shall have no liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of or in connection with the acts or omissions of any Recognised Test Laboratory, except to the extent that such liability arises from WRAS's failure to perform its obligations under clause 9.7 in relation to that laboratory.

23.4. WRAS shall not be liable for any delays in processing Applications which are beyond its control, including those which are attributable to test laboratories or arise from an applicant's failure to respond to WRAS's queries, provide requested information or failure to satisfy the Scheme's acceptance criteria.

23.5. WRAS's total liability to the Applicant / Approval Holder whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement or any Application, suspension, amendments or withdrawal of Approval shall not exceed £1,000,000.

23.6. The limit of liability set out in clause 23.5 is based on the limits of the relevant insurance policies that WRAS has obtained. The Applicant / Approval Holder acknowledges that this is a commercially reasonable limit. WRAS may agree a higher limit, subject to being able to obtain appropriate insurance cover up to that higher limit and subject to the Applicant / Approval Holder agreeing to pay any additional costs that WRAS incurs in obtaining that insurance. Any such agreement concerning a higher limit of liability shall be effective only if made in writing signed by WRAS and the Applicant / Approval Holder.

23.7. WRAS shall exercise reasonable skill and care in performing its obligations under the agreement. Except as set out in these T&Cs, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

24. Complaints

24.1. WRAS has a complaints process for the resolution of disputes regarding decisions that WRAS makes on the following matters:

i Refusal to grant an Approval,

ii Suspension or withdrawal of an Approval

iii Conditions attached to an Approval,

iv Other aspects of the WRAS Approval Scheme,

24.2. If the Applicant / Approval Holder disputes a decision that is subject to the complaints process the Applicant / Approval holder agrees to refer the dispute to the complaints process. The Applicant / Approval holder shall not seek any other remedy (including commencing any court proceedings) until the Applicant / Approval holder has exhausted the complaints process.

24.3. To refer a dispute to the complaints, process the Applicant / Approval Holder shall notify the WRAS Approvals Manager in writing setting out why the Applicant / Approval Holder disputes the relevant decision.

24.4. Where a dispute is referred to the complaints process WRAS and the Applicant / Approval Holder shall comply with the following process:

Stage 1: The WRAS Approvals Manager will review the complaint and take such action as he or she considers appropriate to resolve the complaint.

Stage 2: Where the Applicant / Approval Holder is not satisfied with the outcome of Stage 1, the Applicants/Approval Holders shall write to the Managing Director of WRAS setting out details of the complaint and why the Applicant / Approval Holder is not satisfied with the outcome of Stage 1. The Managing Director shall review the complaint and take such action as he or she considers appropriate to resolve it.

Stage 3: If an Applicant/Approval Holder is dissatisfied with the way a complaint has been dealt with by the Managing Director, the Applicant/Approval Holder shall request a review by the WRAS Chairman. The Chairman may appoint a panel with relevant experience to investigate the complaint and make a recommendation. The WRAS Chairman shall take such action as he or she considers appropriate to resolve the complaint.

Each stage of the complaints process shall be complete when the WRAS decision-maker responsible for that stage provides a written notice to the Applicant / Approval Holder setting out the action he or she considers appropriate to resolve the complaint and confirming that stage of the complaints process has been completed.

25. Impartiality

25.1. WRAS shall ensure that it and its staff comply with its Impartiality Policy (WRAS.Admin-103) in relation to each Application and Approval.

26. Revisions to the Scheme documents

26.1. WRAS may amend these T&Cs and the Scheme Requirements from time to time. Such amendments shall take effect between WRAS and the Approval Holder when the Approval Holder completes the annual Approval self-declaration process referred to in the Scheme Requirements, except where clause 26.2 applies.

26.2. If WRAS amends these T&Cs or the Scheme Requirements in order to reflect changes in applicable law or regulation or ISO/EN 17065 then such amendment shall take effect on the date that WRAS gives the Applicant / Approval Holder written notice or publishes the amended document at www.wras.co.uk (whichever is sooner).

27. General

27.1. Any decision, requirement or notification under these T&Cs shall be given by in writing (which shall include email) by or on behalf of the party giving it.

27.2. WRAS will not be liable or responsible for any failure to perform, or delay in performance of any of its obligations to Applicants or Approval Holders that is caused by an Event Outside Our Control.

27.3. These T&Cs and any disputes or claims arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

28. Severance

28.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the agreement.

28.2. If any provision or part-provision of this agreement is deemed deleted under clause 28.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. Entire Agreement

29.1. This agreement constitutes the entire agreement between WRAS and the Applicant / Approval Holder and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.2. The Applicant / Approval Holder agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. The Applicant / Approval Holder agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

30. Waiver

30.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.