

TOR PARTNER APPLICATION & WORKMANSHIP GUARANTEE AGREEMENT



How does your contractor carry out coating application works? Please select all that apply.

- Main contractor using directly employed operatives☐
- Main contractor using subcontractors☐
- Contractor/subcontractor carrying out application works☐

Company Name		Email	
Contact Name		Website	
Postal Address		Telephone	
		Mobile	
		VAT Number	
		Company Reg Number	

Number of years established		Number of employees		Number of directly employed installer operatives	
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Number of projects completed using materials from Tor (approx)	
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Please give details and addresses where possible of the last 3 projects completed:

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Are you aware of any reason why you shouldn't be eligible to receive a £5000 credit limit?*

Yes ☐ No ☐

*If yes, please give details:

Are you working toward CSCS cards for your operatives?

Yes ☐ No ☐

Are you currently registered with QANW?

Yes ☐ No ☐ Application in progress ☐

Application reference

Other manufacturer approvals

Which other liquid coating manufacturers is your company currently accredited with?

Please list manufacturers and approved systems below or select 'Non currently held' if applicable:

None currently held ☐

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The TOR logo consists of the letters "TOR" in a bold, sans-serif font. The "T" and "O" are white, while the "R" is a teal color. The logo is set against a dark blue square background.

Workmanship Guarantee

Contractor Agreement to Workmanship and Guarantee Requirements

By applying to become a TOR Partner, the contractor named in this application ("the Contractor") agrees to the following requirements:

Workmanship responsibility

We agree to guarantee our workmanship and application procedures for projects undertaken under the TOR Partner scheme, for the term stated in the relevant project workmanship guarantee.

Where a defect arises within that term due to defective workmanship or application procedure for which we are responsible, we undertake to repair or replace the defective area free of charge, subject to the applicable project guarantee conditions.

Compliance with Tor requirements

We agree to carry out the works in accordance with Tor's written specification, application instructions and any specific recommendations applicable to the project.

Application records

We agree to complete the required application and self-assessment records, including material quantities, batch details and application conditions where required, and submit them to Tor within the timescales specified for the project.

Completion documentation

We agree to complete and return the project-specific Contractor Workmanship Guarantee, signed by a director, together with any other documentation required by Tor before a guarantee certificate can be issued.

We understand that this application records our acceptance of the scheme requirements. The project completion documentation will identify the particular works and applicable guarantee term.

Guarantee conditions and client responsibilities

We acknowledge and agree to comply with the applicable guarantee requirements concerning payment, maintenance, inspections, reporting of defects and access for investigation or remedial work.

We agree to provide the Client with the relevant guarantee documents and explain the maintenance, inspection and reporting requirements that apply to their project. We understand that the scope of cover, guarantee period, conditions and exclusions are those stated in the applicable project documentation.

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Workmanship Guarantee Conditions

This guarantee is subject to the following conditions:

1. The Client taking all reasonable measures to maintain the area in a serviceable condition.
2. The Client advising The Applicator in writing of any defects arising in the area within 10 days of discovery. In the event of a claim being invalid The Client agrees to pay The Applicator a call out charge for a survey and provision of a report on the basis of an hourly charge determined by The Applicator.
3. The Applicator and their employees being given free access to the affected area during normal business hours.
4. This guarantee being in respect of the service life of the application and materials in relation to the conditions prevailing at the time of the application. It shall not apply if the area is damaged by any external means.
5. The guarantee excluding consequential loss.
6. The invoice having been paid in full.

Claims and remedial work

We agree to cooperate with Tor in investigating reported defects and arranging any remedial work required under our workmanship element of the single point guarantee.

Where a single-point guarantee is issued, we acknowledge that the Client may approach Tor directly and agree to cooperate with Tor in dealing with the claim.

Acceptance of terms

We confirm that we have read, understood and accept this Workmanship Guarantee Agreement and the TOR Partner Terms and Conditions of Membership.

We also acknowledge and accept Tor Coatings Limited's Terms and Conditions of Sale applicable to our purchases, as supplied with or expressly identified in this application.

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Declaration

I confirm that I am authorised to sign on behalf of the Contractor named in this application and that the information provided is accurate and complete to the best of my knowledge.

On behalf of the Contractor, I confirm that we have read, understood and agree to the Workmanship Guarantee Agreement and TOR Partner Terms and Conditions of Membership set out in this form, together with the supporting terms expressly identified and supplied with it.

We agree to honour our workmanship as part of the single point guarantee and complete the documentation required for the issue of the relevant guarantee certificates.

Terms & Conditions of Membership

1. "The Conditions" as described by "Tor Coatings Limited – Terms & Conditions" will be incorporated in every contract. "the Company" shall mean Tor Coatings Limited. "the Client" shall mean the person, firm or company named as the Client or any form of offer, quotation, acceptance or Contract; "the Scheme" shall mean Tor Partners. "Rules of Membership" refers to the printed document of that name. The Company reserves the right to allocate membership to those Clients able to meet the standard minimum entry criteria as published.
2. The Clients membership of the Scheme is only valid after the client has successfully registered with QANW and therefore eligible to offer Insurance Backed Guarantees.
3. Failure on behalf of the Client to comply with any part of the entry criteria during the membership of the scheme will result in Clients exclusion from the Scheme.
4. Two warnings will be issued by the Company to any Client failing to comply with the Conditions and/or Rules of Membership. Should a third incident occur the Client shall be excluded from the Scheme.
5. All discounts and/or rebates negotiated between the Company and the Client are negotiated on an individual basis. Any agreement is confidential and should remain so.

Signature

Position in Company

Date