

NFRC CODE OF PRACTICE



1. Each roofing contractor (1) and each Associate (2) in membership with the National Federation of Roofing Contractors (herein after referred to as 'the Federation') shall subscribe on an annual basis to the terms of this Code of Practice which aims to:
 - 1.1 Establish high standards for the conduct of, the work undertaken and products and services supplied by member firms.
 - 1.2 Lay out clearly for clients, not normally covered by forms of contract, the terms under which registered roofing contractors' of the Federation shall operate.

Notes:

(1) Known here after as 'trade members'.

(2) Non-contractor members. These would normally be manufacturers, merchants or service companies.

2. Each NFRC member shall be given a Registered Number. This shall be included in the Federation's published list of members on www.nfrc.co.uk, which shall be updated on a weekly basis.
3. This Code of Practice and its execution shall be audited by 'a Supervisory Committee' composed of members of the Federation's Management Board, and a majority of independent persons appointed from external groups. The Chairman shall be an external appointee.
4. All Trade members operating in the domestic market and have signed and returned a TrustMark sub-license are registered for TrustMark.

ESTIMATES, QUOTATIONS AND CONTRACTS

5. Unless a trade member is engaged under a form of contract, he shall obtain from the client (3) information on the latter's requirements and shall offer technical and contractual advice to the client in plain language. Thereafter, he shall present to the client a clear quotation (either a fluctuating or fixed price with a defined period for acceptance) or estimate (where the cost of the works may alter once the roof structure has been examined in detail after removal of the existing roof cover).

Note:

(3) The word 'client' normally pertains to non-domestic work. For domestic work the word 'customer' might be used but in this Code of Practice 'client' shall be taken to cover both.

6. Once the parties agree to the resultant written quotation or estimate, either verbally or in writing, a contract shall exist between them. This should be confirmed in writing.
7. Where work to be carried out is of a minor, urgent or unquantifiable nature, a trade member may point out to the client that it would be to the practical advantage of both parties if the work was carried out on a day work or cost plus basis. Providing the client agrees to these arrangements, he shall be informed of day work rates for labour, plant, material and transport together with any minimum charge that may apply. Day work sheets and/or time sheets shall be made available to the client if requested.
8. Quotations or estimates shall be written so as to be legible, comprehensive and easily understood. These must also show clearly whether VAT is applicable and at the current rate.

DEPOSITS AND PRE-PAYMENTS

9. A member firm shall repay any deposits and pre payments promptly and in whole should a contract be cancelled through no fault of the client less any direct costs incurred.
10. In the event of a proven deposit being lost to the client, NFRC provides cover on TrustMark contracts up to 10% of contract value or £500 whichever is less.

EXECUTION OF CONTRACT AND MATERIALS USED

11. Each trade member shall execute each contract in accordance with current building regulations, relevant British or European Standards or other technical approved accreditations operative at the time, and codes of practice relevant to the work being carried out.
12. Each trade member shall ensure that any works are controlled and supervised by a suitably (qualified) person.
13. Each trade member shall take all reasonable precautions to ensure that materials used are 'fit for purpose' and 'of satisfactory quality' and that any to be used which do not comply with British or European standards or other approved technical accreditations operative at the time shall be notified to the client before a contract is agreed.
14. Where a client seeks to disregard a trade member's advice on work to be carried out, or materials to be used, the facts shall be recorded in writing.

INSURANCE

15. A trade member shall arrange, and at all times maintain adequate insurance cover in respect of employer's and public liability.
16. An Associate member shall likewise arrange, and at all times, maintain adequate insurance cover in respect of public and products liability.
17. In the event of the Trade member ceasing to trade, all TrustMark contracts are insured for work in progress to the value of 25% of the contract value or £3,750 whichever is less.

WORK AND MATERIAL GUARANTEES AND MATERIAL CERTIFICATION

18. A trade member shall guarantee its work against failures due to its defective workmanship for a minimum period of one year from the date of completion of the work subject to receipt of full payment within the terms of the contract. Repair and maintenance work shall be excluded from such a guarantee.
19. For roof work a trade member may offer to the client: an NFRC insurance backed guarantee or an NFRC insolvency guarantee. In the case of an insolvency guarantee, a trade member's own guarantee shall be superseded by the former if the trade member becomes insolvent.
20. All TrustMark registered members must sign-up to either give or offer TrustMark warranties with QANW Services Ltd.
21. Current NFRC backed guarantees may be viewed for details and costs by clients on www.nfrc.co.uk and may be demanded by them as a condition of contract, in advance of the contract being agreed. Normally, the client will pay for any independent inspection of a contract and the insurance cover to be provided at the time a policy is taken out.
22. TrustMark warranties can be viewed at www.qanw.co.uk for full details of TrustMark Scheme view www.trustmark.org.uk.
23. For the NFRC's current Co-partnership (Insolvency Guarantee), only NFRC Associate manufacturing members' materials shall be used and the cost of their replacement in cases of 'materials' fault (rather than workmanship fault) shall be the responsibility, in the first instance, of the insurer who may seek recovery from the specific Associate manufacturer whose materials are found to be at fault.
24. All NFRC Associate members, as a condition of their membership, shall provide their own material guarantees of ten or more years' duration and shall ensure, where applicable, that their materials meet a BS, EN, BBA or other approved technical accreditation's operative at the time. Their materials may be viewed by clients on www.nfrc.co.uk linked to individual Associate members' sites where these exist.

NFRC CODE OF PRACTICE



ADVERTISING

25. Trade and Associate members shall ensure that advertising and promotion of their products and services are accurate and do not transgress the British Code of Advertising Practice and the British Code of Sales Practice.

HEALTH & SAFETY

26. A trade member shall comply with the regulations laid down by the Health and Safety Executive.

COMPLETION OF CONTRACTS

27. A trade member shall complete each contract:
- 27.1 On time, as agreed in the contract but with provision for weather, unforeseen circumstances or agreed variations to the work and other factors outside the trade member's control. Where delay is likely to occur, a trade member shall give due notice to the client.
- 27.2 Unless the client has failed to make agreed payments, is in serious breach of the contract, if there is some other substantial valid justification or the contract has been terminated.

INSPECTION

28. Normally a trade member will carry out an inspection of its work after completion of a contract to ensure that standards of workmanship and materials used conform with that contract's detailed terms and relevant codes of practice.

COMPLAINTS, CONCILIATION, AND ARBITRATION

29. A trade member shall have a clear policy for dealing with complaints which shall include a nominated senior member of staff, or the principal in the case of a small firm, who shall have primary responsibility for their resolution. This policy shall be displayed on the premises of head, franchisee or branch offices to be observable by clients.
30. A client with a complaint shall normally first approach the trade member responsible for his contract. The latter shall respond quickly – normally by inspection within 15 working days on a date and time agreed with the client – and, where required, rectify any fault promptly having agreed the action to be taken with the client.
31. A client who thereafter continues to have a genuine complaint should approach the local NFRC Regional Secretary verbally to seek assistance, and should confirm his complaint in writing. The Regional Secretary will seek, by conciliation with the trade member, to resolve the client's complaint. To seek assistance a client should view www.nfrc.co.uk for contact details or ring 020 7638 7663.
32. Should conciliation fail the Regional Secretary shall offer to both parties the Federation's arbitration service.
33. Arbitration, provided by the NFRC, must be agreed to by both parties in writing. Thereafter a member of the NFRC's local regional committee shall be appointed by that committee to inspect the roofing works in question. His or her findings, of both a technical and professional nature shall be accepted by both parties but cannot be used in litigation by either party.
34. Should this Federation arbitration fail for any reason, the NFRC provides, free to all members, an independent third party arbitration service through the Association of Independent Construction Adjudicators (AICA). This independent arbitration is binding on both partners who must agree in writing to accept the findings of the arbitrator.

COMPLIANCE AND REDRESS

35. Failure by a trade member to carry out or cooperate reasonably in the procedures outlined at 29 to 34 above or to carry out the findings of an arbitrator shall result in a review by the local regional committee.
36. If the local regional committee shall confirm the findings of an arbitrator requiring a trade member to put right faulty work it shall give

the latter one warning in writing by registered mail. Failure by a trade member to begin compliance with the findings of the arbitrator, as confirmed by the Regional Committee, within 28 days and to complete within a reasonable time limit shall result in its removal from the Federation's trade membership in accordance with the latter's Constitution and Rules. However, if other contractual matters remain outstanding the member may have reasonable grounds not to begin remedial work until these have been resolved. Removal of a member shall be published as soon as it happens on www.nfrc.co.uk

37. Where a trade member disputes the findings and decisions of their local regional committee they shall have the right to appeal to the Federation's Management Board.
38. Where fault is deemed to lie with an Associate member and the trade member or region has been unable to resolve the matter, the Associate member shall be contacted by the Federation's National Headquarters to seek an immediate resolution. If this is not forthcoming, further action shall be taken, in accordance with the Federation's Constitution and Rules. It shall normally be the responsibility of an Associate member, in such a case, to fund all reasonable costs to make good the repairs required.
39. Where a Trade or Associate member remains in business and within the Federation the client shall be assured of compliance with this code. Where a member goes out of business through insolvency, the client shall be covered by an NFRC insurance policy as per (19) above, providing the client has taken out such a policy.
40. Where either party to a dispute invokes litigation, or goes to arbitration or adjudication outside the auspices of the Federation, the NFRC shall take no further part in its resolution other than to take disciplinary measures against a member if required, in accordance with the Constitution and Rules of the Federation once the dispute is resolved. Any reports or correspondence issued by the Federation in connection with a dispute which subsequently goes to litigation, arbitration or adjudication outside the Federation cannot be used by any of the parties to that dispute.

PUBLICITY AND SUPERVISION

41. In addition to its own complaints procedure, each member shall display on its premises, viewable by clients, the Federation's logo to publicise observance of this Code of Practice, and shall provide a copy if so requested. This code shall also be displayed on www.nfrc.co.uk.
42. Each Trade member shall ensure that its office employees are trained to observe sale of goods and competition legislation and to fully comprehend this Code of Practice and its operation. Management, technicians and operatives shall also be required to observe basic standards of tidy dress, safe working practices and reasonable behaviour towards clients and their property.
43. Each Regional Secretary shall keep a record showing all complaints received and action taken in terms of resolution by conciliation, resolution by arbitration and any disciplinary action taken against a Trade member. Likewise the National Headquarters shall record every disciplinary action taken against a member. The Supervisory Committee shall be informed of cases which are submitted to the Management Board for resolution or appeal.
44. A report on the operation of this Code of Practice and the maintenance of its integrity shall be prepared by the Federation's National Headquarters and shall be summarised in the Federation's Annual Report. It shall include a balanced assessment of its success and complaints placed against its performance. The Supervisory Committee shall audit and comment on this Code of Practice annually in the Federation's Annual Report which shall be publicised on www.nfrc.co.uk.