



Terms and Conditions of Trade Membership

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Introduction

Trade Members (roofing contractors) are voting company law members of The National Federation of Roofing Contractors Limited (NFRC).

Compliance with laws and with the code of practice

All Trade Members undertake to abide by NFRC's Articles of Association and Regulations, the **Code of Practice**¹ and these Terms and Conditions of Trade Membership (*all as updated from time to time*).

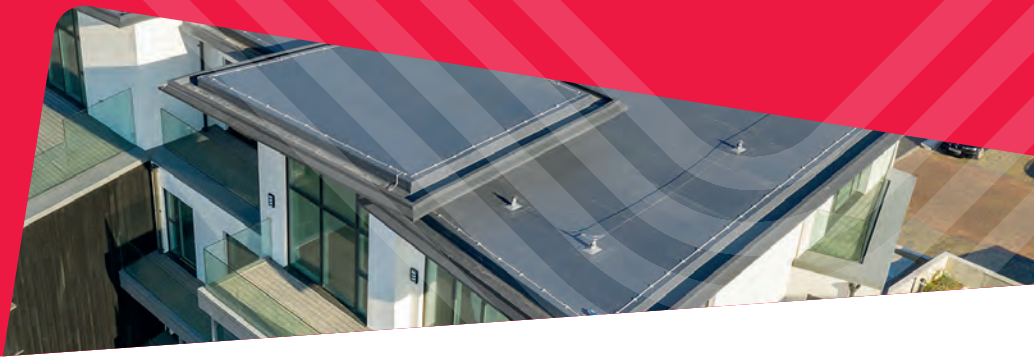
The Code of Practice and these Terms and Conditions set the standards of behaviour that NFRC expects its members to follow. They are not a substitute for, and do not override, applicable laws and regulations. To the extent a member is unable to comply with these Terms and Conditions due to applicable laws and regulations, the member shall, to the extent reasonably possible, adhere to the spirit of these Terms and Conditions.

Members shall respect at all times a customer's privacy and property and comply with all applicable laws and regulations, including (*but not limited to*) those specifically referenced in these Terms and Conditions.

These Terms and Conditions of membership are in addition to a customer's legal and statutory rights.

Membership requirements

- Members agree to triennial inspections of their main office and on-site technical assessments.
- Members agree to provide/upload requested company documents for NFRC review on an annual basis.
- Members must notify NFRC within 14 days of any changes to the information supplied to NFRC on their application for membership. This includes (*but is not limited to*) their registered or trading business name, contact details, domain names, roofing disciplines and so on.
- Members will annually complete upon request:
 - information relating to their payroll to confirm annual subscription
 - information relating to any accidents within the year.
- If members wish to promote additional branches on the NFRC website at www.nfrc.co.uk, they must comply with an ISO9001:2015 or equivalent across all promoted branches and meet the requirements of the **Branch Policy**².



Professional and ethical standards

Members must ensure that they:

- only carry out work that falls within their professional competence and maintain the skills and knowledge appropriate to their trade.
- act diligently and in accordance with all relevant technical and professional standards, including the standards and regulations applicable to all workmanship, and follow NFRC published guidance where relevant.
- *comply with the Supply of Goods and Services Act 1982* and all related legislation, and exercise reasonable care and skill at all times, including in the selection of materials and goods to be used.
- use only materials that comply with the appropriate British, European or harmonised standard.
- comply with the *Health & Safety At Work Act 1974* and all Health and Safety legislation and requirements and the *Construction (Design and Management) Regulations 2015*.
- adhere to high ethical standards in their business practices and prohibit any corrupt or fraudulent practices or money laundering activities.
- comply with all applicable environmental law and regulations, and continuous improvement of environmental management, within their business and on customers' sites.
- act responsibly, professionally and be polite at all times.

Insurance

Members must:

- maintain employers liability insurance with minimum cover of £5m, as well as adequate insurance policies to cover all relevant risks, such as professional indemnity insurance and public liability insurance.
- provide copies of all relevant insurance policy documentation upon request.

Competition

- Members should never engage in anti-competitive practices, such as discussing or sharing competitively sensitive information with NFRC employees, other NFRC members or other competitors.

Advertising

- All advertisements shall comply with the **UK Advertising Codes**³.
- Members must display their registered company name, registered company number, place of registration and registered office address on all promotional and marketing material, including websites.

- Members must refrain from doing anything that does or may mislead the public, in particular but not limited to representations regarding their legal status, address, contact details and membership status and as to their association with NFRC.
- Members must not, in any event, present NFRC in a detrimental, unfair, malicious way or in any way that damages NFRC's reputation or goodwill.

Use of NFRC marks

- Members may use the NFRC logo on their livery, website and promotional materials in accordance with NFRC's brand guidelines as amended from time to time and in accordance with any direction given by NFRC. The brand guidelines can be found within the members section of the NFRC website at **www.nfrc.co.uk**.
- Members may not authorise any third party to use the NFRC logo without the prior written consent of NFRC.
- NFRC shall not be liable to any member for any losses resulting from suspension or termination of the member's right to use the NFRC logo.

Intellectual property rights and plagiarism

- Materials and documents produced by NFRC remain at all times the intellectual property of NFRC and may be used by members only as stipulated by NFRC.
- Members may not authorise any third party to use NFRC materials and documents without the prior written consent of NFRC.

Quoting for work

When quoting for work members should ensure that:

- all quotations are provided in writing.
- all quotations state the applicable payment terms, a detailed specification of the work to be undertaken, and any limitations associated with that work (*for example, where it is not possible to guarantee that any remedial work undertaken will address the underlying issue*).

- all quotations are accompanied by the member's terms and conditions.
- quotations are based on a site measure, a completed bill of quantities, and a take off from drawings provided. A quotation template with standard terms and conditions can be found within the members section of the NFRC website at www.nfrc.co.uk.



Customer relationship and customer complaints

- Members should ensure that a standard form of contract or subcontract is used.
- Members must assume responsibility for any subcontractors, advisors and agents that they may use to fulfil a customer contract.
- Members must protect the confidentiality of all relevant information supplied to them in accordance with General Data Protection Regulation (GDPR) 2018 and all relevant data privacy legislation.
- Good communication is essential in avoiding misunderstanding and potential disputes. NFRC members shall always use their best endeavours to keep their customers informed of all relevant matters concerning the work in question.
- Where a defect is recorded, the member will use all reasonable skills and knowledge to respond to their customer in a timely manner.
- Members shall have a clear defined procedure for recording and dealing with complaints. Where practicable, members should ensure that all complaints are settled quickly and in a professional manner.
- In the event that a matter cannot be resolved between an NFRC member and customer, NFRC offers a facility via the relevant Regional Manager who will endeavour to provide a conciliation service between both parties via the **NFRC Complaints Procedure**⁴.



Non-compliance with these Terms and Conditions of Membership

- Breach of the NFRC Articles of Association and Regulations, Code of Practice and these Terms and Conditions are subject to the provisions set out in the Articles of Association and Regulations.
- Complaints regarding alleged or possible breaches of members' obligations will be investigated in accordance with the NFRC Complaints Procedure.
- NFRC members have the right to appeal the decision of NFRC in accordance with the NFRC appeals process set out in the NFRC Complaints Procedure.

Further information

- ¹ Code of Practice:
www.nfrc.co.uk/cop
- ² Branch Policy:
www.nfrc.co.uk/branch-policy
- ³ UK Advertising Codes:
www.asa.org.uk/codes-and-rulings/advertising-codes.html
- ⁴ NFRC Complaints Procedure:
www.nfrc.co.uk/contact-us/complaints

Effect of termination

On termination or expiry of membership, members must:

- Immediately stop using the NFRC logo and;
- Immediately stop representing themselves as members of NFRC;
- At NFRC's request, return or destroy any hard copy materials which display the NFRC logo.

Variation of these terms

NFRC reserves the right to change the Code of Practice and these Terms and Conditions at any time without prior notice. In the event that any changes are made, the revised Code will be posted on the NFRC website at www.nfrc.co.uk.

Help and assistance

NFRC members have access to resources to help ensure compliance with these Terms and Conditions of Membership and also to ensure that they have up to date information and guidance on the products that they install.

Assistance can be found via our:

Website
www.nfrc.co.uk

Helpdesk
020 7638 7663 (Option 1)
helpdesk@nfrc.co.uk

Regional Managers
www.nfrc.co.uk/find-your-regional-manager



LEADING ROOFING EXCELLENCE

NFRC

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London, EC2A 2DY
020 7638 7663
helpdesk@nfrco.co.uk
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NFRC is a registered trademark