



Terms and Conditions of Stakeholder Membership

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Introduction

Stakeholder Members, representing main contractors, commercial clients, architects or specifiers, are non-voting members of The National Federation of Roofing Contractors Limited (NFRC).

Compliance with laws and with the code of practice

All Stakeholder Members undertake to abide by NFRC's Articles of Association and Regulations, the **Code of Practice**¹ and these Terms and Conditions of Stakeholder Membership, all as updated from time to time. The Code of Practice and these Terms and Conditions set the standards of behaviour that the 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 Stakeholder Membership are in addition to a customer's legal and statutory rights.

Membership requirements

- 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 and so on.



Professional and ethical standards

Members must ensure that they:

- act diligently and in accordance with all relevant technical and professional standards, and follow NFRC published guidance where relevant.
- produce marketing material which is clear, accurate, up to date, accessible, and unambiguous.
- comply with all relevant construction products regulations in alignment with the requirements of Notified Bodies and Technical Assessment Bodies.
- 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.
- ensure that all staff have the appropriate level of training and where necessary qualifications to carry out their responsibilities.

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.

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**².
- Members must display their registered company name, registered company number, place of registration and registered office address on business letters, order forms and websites.
- Members must refrain from doing anything that does or may mislead their clients or 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.

Disclaimer

- NFRC does not endorse or guarantee in any way the Stakeholder Members, their services, advice, products and/or materials nor does NFRC control or guarantee the accuracy, relevance, timeliness, and/or completeness of any information provided by Stakeholder Members.

- References made on the NFRC website(s), in NFRC materials and/or in any other NFRC documents to any Stakeholder Member process(es), information, service(s), or company(ies) shall in no way constitute endorsement or recommendation by NFRC.

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 **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 information and guidance without the prior written consent of NFRC.



Customer relationship and customer complaints

- Members must assume responsibility to their clients for any third parties utilised by the Member in the sale or promotion of their services.
- 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 delivery or services that have been ordered.
- 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.



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 Procedure³.
- 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.

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 **nfrco.co.uk**.

Further information

¹ Code of Practice:

nfrco.co.uk/cop

² UK Advertising Codes:

www.asa.org.uk/codes-and-rulings/advertising-codes.html

³ NFRC Complaints Procedure:

nfrco.co.uk/contact-us/complaints

Help and assistance

The NFRC Member has 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 industry best practice.

Assistance can be found via our:

Website

nfrco.co.uk

Helpdesk

020 7638 7663 (Option 1)

helpdesk@nfrco.co.uk



LEADING ROOFING EXCELLENCE

NFRC

020 7638 7663

helpdesk@nfrc.co.uk

nfrc.co.uk

NFRC is a registered trademark