CORGI Fenestration

Scheme Rules

CONTENTS

1.	Introduction	2
2.	Definitions	3
3.	Application	5
4.	Ongoing Registration	6
5	Leaving the Scheme	7
6.	Breaches of the Rules	7
7.	Right to appeal	8
8.	DATA protection and privacy	8
9.	Use of Marks	9
10.	Terms and Conditions	10

INTRODUCTION

These are the Rules of the CORGI Fenestration Scheme which provides registration services to companies that:

1) undertake product design
2) fabricate fenestration products
3) conduct site surveys and/or provide Energy Efficient Measure system design
4) conduct repair and maintenance of fenestration products in dwellings and/or buildings other than dwellings
   or
5) undertake the installation of fenestration products in dwellings and buildings other than dwellings in accordance with national standards, including BS 8213–4, PAS2030, MHCLG Conditions of Authorisation and Building Regulations as appropriate to their registration category.

CORGI Fenestration Scheme offers registration to companies operating in the following areas:

- Assessment Centres
- Glass Manufacture
- IGU Manufacture
- Components
- Fabricator
- System House
- Fenestration System Designer
- Repair and maintenance of fenestration products
- Installation of fenestration products in new dwellings (Retail)
- Installation of fenestration products in new buildings other than dwellings (Commercial)
- Installation of fenestration products in an extension to a dwellings (Retail)
- Installation of fenestration products in an extension to a building other than dwellings (Commercial)
- Installation of replacement fenestration products in existing dwellings B2C (Retail)
- Installation of replacement fenestration products in existing dwellings B2B (Commercial)
- Installation of replacement fenestration products in existing buildings other than dwellings (Commercial)

These Rules constitute a binding agreement between CORGI Fenestration Scheme and each Registered Company.

The Scheme also maintains a National Skills Register of qualified individuals. The database is aligned to GQA Qualifications which is the Awarding Body.

DEFINITIONS

In these Rules the following terms shall have the following meanings:

"Fenestration": The design and disposition of windows and other exterior openings of a building.

"Fenestration Products": - windows, roof windows, roof lights, doors, roof lanterns, conservatories, orangeries, glass extensions, sun rooms, tiled roof glass extensions, replacement conservatory roofs, porches, shop fronts, curtain walls, facia, bargeboard, cladding, soffits, windowsills, guttering and downpipes.

"Dwelling": - one self-contained household space or two or more non-self-contained household spaces at the same address.

"Non-Dwelling": - anything other than one self-contained household space or two or more non-self-contained household spaces at the same address.

"Building": - means any permanent or temporary building but not any other kind of structure or erection, and a reference to a building includes a reference to part of a building.

"Retail": - an installation based on a B2C or B2B contractual arrangement for installation in dwellings;

"Commercial": - an installation based on a B2B contractual arrangement for installation in non dwelling;

"Self Certifiable works": - replacement windows and doors in dwellings and non-dwellings.

"Notification": - the process of recording all of the fenestration works carried out at a property.

"EEM": - Energy Efficient Measure.

"System House": – a business which manufactures and/or supplies system profiles. Note: a System House may also be a Fabricator.

"Fabricator": – a business which manufactures and assembles system profiles to produce a completed frame and/or window, and who may also place the product to market. This includes timber window fabricators or joiners producing from stock lengths. Note: A fabricator may also be an installer.

"Fenestration System Designer": - a business which specifies in its entirety the information that determines the unique combination of systems, products, materials and their inter-relationship to be installed in a particular building including any consideration of EEM systems in order to achieve specified energy efficient outcomes for that building.

"Installer": - a business which installs fenestration products.

"Installation": - the installation of fenestration products in dwellings and buildings other than dwellings in United Kingdom.

"Registered Company": - a business which is a Registered Company with the Scheme.

"RateYourInstallation": independent consumer ratings service

"National Skills register": a register of qualified individuals working within the fenestration sector

"Qualified individual": Individual who has achieved a CORGI Fenestration recognised qualification

"Person": - an enterprise or individual acting as a business.

"Head office audit": - systematic, independent, documented process for obtaining

records, statements of fact or other relevant information and evaluating them objectively to determine the extent to which specified requirements are fulfilled.

"Site audit": - examination of installation activity at the building in which an installation is to be, is being or has been, undertaken, either before, during or after its undertaking. This inspection will be at a level of detail sufficient to assess compliance of the installation with the relevant requirements of the Scheme.

"Data": - means the Registered Company data and third-party data collected by the Scheme from the Registered Company.

"Losses":- means any and all damages and losses, liabilities, judgements, demands, fees, costs, expenses (including legal fees and disbursements on a full indemnity basis) and including the following categories of loss and damage whether foreseeable or otherwise and howsoever caused: (A) loss or damage (whether direct or indirect) of or to a business, profit, revenue, reputation or goodwill and anticipated savings; and (B) any incidental, indirect, special, consequential or punitive loss or damage.

"Term": - means the period from initial certification date of publication of the licence to its termination date as specified on the licence.

"Territory": - means the UK market.

"DPA": - the Data Protection Act 1998, including all amendments and secondary legislation related thereto and codes of practice issued by the Information Commissioner from time to time.

"Scheme Logo": - the logo to be used by Registered Companies to indicate their registration under the Scheme, as notified to Registered Companies from time to time.

"Registered Company": - a business which is registered under the Scheme.

"Site": - www.CORGIFenestration.co.uk

"**CORGI Fenestration** Scheme Mark(s)": - CORGI Fenestration Scheme Logo, the terms "CORGI Fenestration", "CORGI Fenestration Scheme", "CORGI Fenestration Registered" which are collectively "the Mark(s)"

APPLICATION

Registration with the Scheme is open to any business (whether a limited company, partnership, limited liability partnership, firm or other unincorporated body), which meets the eligibility criteria set out in these Rules.

To be eligible for registration with the Scheme ALL businesses must:

1. carry on a trade in the fenestration sector in the design, fabrication or installation of fenestration products and/or systems in United Kingdom;
2. agree to be bound by these Rules and sign a declaration in such form as the Scheme shall require;
3. submit to the Scheme a written application for certification to become an "Registered Company" using the Application Form specified by the Scheme;
4. hold company insurance appropriate to the size and type of Registered Company;
5. operate an internal Quality Management System or Fabrication Production Control system as appropriate to the business. For smaller installation companies this may be a combination of records and work instructions;
6. operate an internal complaints process which complies with the Scheme requirements;
7. agree to operate in accordance with the Code of Conduct;
8. have sufficient resources available to it to perform its contractual duties;
9. employ, or have access to, a sufficient number of personnel to cover its operations related to its scope of certification. The personnel shall be competent/qualified for the functions they perform, including making required technical judgments;
10. operate in accordance with the competence ratio(s) as defined by the Scheme;
11. where the company subcontracts to another the company shall include in the contract requirement that the subcontractor complies with all requirements of the contractual terms agreed with the customer and ensure that the subcontractor has the necessary skills and competence for the tasks subcontracted. The company shall retain overall responsibility for compliance for all work subcontracted;
12. where deposits are taken for retail customers the Registered Company shall provide deposit protection insurance;
13. shall at all times comply with the Consumer Act;
14. Registered Companies shall clearly identify to retail customers their rights in relation to consumer protection and Alternative Dispute Resolution, and identify providers of this service in their literature;
15. provide the Scheme with details of the bank account(s) of the business and authorise the Scheme to obtain bank references as required, in order to satisfy the Scheme as to the continued ability of the business to meet its financial obligations to the Scheme under these Rules;
16. establish a direct debit in favour of the Scheme in relation to its financial obligations to the Scheme under these Rules; unless alternative methods of payment have been agreed by the Scheme, which agreement the Scheme shall be entitled to give or withhold in its sole discretion;

In addition, Installation Companies shall:

a. ensure that the installation complies to the appropriate Standards, Legislation and Building Regulations;
b. provide notification of all works carried out to the Scheme within a period of 15 days of the completion of all installations carried out;
c. have a document handover procedure which shall include details of all records that are to be provided to the customer;

Included in the CORGI Fenestration notification process:

Each retail (B2C) customer will be provided with a CORGI Fenestration installation Certificate covering all fenestration works carried out at the premises.
Additionally for self certifiable works a Guarantee, which has been approved by the Scheme, will automatically be provided which will provide financial protection should the Registered Company, for whatever reason, cease to trade;

Commercial (B2B) customers (e.g. Local Authority or Social housing), will be provided with a CORGI Fenestration installation certificate covering all fenestration works carried out at the site.
Additionally for self certifiable works a Guarantee, which has been approved by the Scheme, may be offered which will provide financial protection should the Registered Company, for whatever reason, cease to trade;

All consumers will be invited to rate their installation for inclusion in the “Rate Your Installation” consumer ratings service. This allows homeowners to choose installers independently rated by other satisfied customers. Results will be published on the CORGI Fenestration site.

ONGOING REGISTRATION

The Registered Company shall continue to meet the eligibility criteria set out in application and in addition shall:

1. pay all fees, transaction processing charges, audit charges and any other charges levied by the Scheme from time to time as notified by the Scheme to the Registered Company;
2. submit to and co-operate fully with audits by the Scheme;
3. within such period as shall be reasonably specified by the scheme rectify any failure to comply with these Rules or any other requirements of the Scheme notified to the Registered Company;
4. provide such information as the Scheme may require from time to time to demonstrate compliance with these Rules;
5. notify the Scheme immediately in writing if the Registered Company ceases to trade for any reason including, without limitation, through bankruptcy, insolvency, or any similar process;

6. notify the Scheme immediately in writing if any change occurs to the Registered Company (including changes to its ownership, management, services, resources or staff) which may affect its ability to comply with these Rules;
7. keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to the Scheme when requested;
8. offer the same level of cooperation with local consumer advisers or any other intermediary acting on behalf of a customer when making a complaint as it would to the complainant;
9. be responsible for any costs and expenses incurred by the Scheme arising directly or indirectly out of any breach by the Registered Company of these Rules;
10. comply with any changes to the requirements of the Scheme within agreed timescales;

LEAVING THE SCHEME

Cancellation by Registered Company

The Registered Company may cancel its registration under the Scheme at any time by giving to the Scheme not less than 30 days' written notice of cancellation. Notwithstanding such cancellation, the Registered Company will remain bound by the following obligations:

The Registered Company will remain responsible for any outstanding debts to the scheme including, without limitation, outstanding payments for audits and any unpaid sums arising out of any cancelled direct debits and any other fees so incurred.

The Registered Company must cease all use of the Scheme name and the Scheme Logo immediately and comply in all other respects with such Rules. Failure to adhere to any of these conditions will be deemed to amount to a breach of the Scheme Rules (notwithstanding the termination of the registration under the Scheme) and all company details will be removed from the public domain.

BREACHES OF THE RULES

Any breach of the Scheme Rules will be investigated in the first instance by the Scheme and the appropriate sanctions as determined by the Scheme will be applied which may include suspension of the registration of the Registered Company.

The Registered Company shall be responsible for any breach of the Rules on the part of any manager, servant or any other person directly or indirectly employed by them or acting on their behalf.

RIGHT TO APPEAL

In the event that a registered company disagrees with an action and/or decision taken by CORGI Fenestration the Company has a right to appeal using the CORGI Fenestration appeals process.

DATA PROTECTION AND PRIVACY

The Registered Company

The Registered Company must abide by the requirements of General Data protection Regulations (GDPR) and the Data Protection Act and specifically the Registered Company confirms that it has the right to provide the data to the Scheme for the purposes set out in these Rules.

The Registered Company confirms that all customers have given their valid written consent and, where required under the GDPR, their explicit consent to the provision of the data by the Registered Company to the Scheme and to the processing of the data by the Scheme for such purposes.

CORGI Fenestration

CORGI Fenestration will handle data in accordance with GDPR and the Data Protection Act 1998. Data will be stored for certification and registration purposes and we will:

- Process data to deliver the services CORGI Fenestration has contracted to provide you with. These include administration of registration, provision of technical updates, promotion and administration of events, and the promotion and administration of CORGI Fenestration.
- Data will be held and processed for the purposes of administrating your registration.
- Only those staff who have a legitimate need to access data will be authorised to do so
- Reserve the right to conduct a credit check.
- Share information with third parties contracted by CORGI Fenestration to conduct certification activities on our behalf.

USE OF MARKS

The Brand Guidelines detail the rights and obligations of the Registered Company in respect of the use of the Mark(s) and includes the use of and reference to:

CORGI Fenestration Scheme Logo

CORGI Fenestration Registered Company Logo

CORGI Fenestration Audit Centre Logo

CORGI Fenestration Skilled Locksmith logo

And the words:

CORGI Fenestration Audit Centre

CORGI Fenestration Scheme

CORGI Fenestration

CORGI Fenestration Registered Company

CORGI Fenestration Registered

CORGI Fenestration Skill Register

CORGI Fenestration Approved

CORGI Fenestration Skilled Locksmith

Collectively these are referred to as “the Mark(s)”.

The logo template(s) will be supplied by the Scheme.

The company agrees to the promotion and use of its allocated scheme marks and descriptors in its company literature and websites (in a prominent position) in accordance with the brand guidelines. Use of the scheme mark on the company’s website should be within one month of the date of registration.

The company agrees to promote its registration with CORGI Fenestration by issuing trade and (where appropriate) consumer press announcements as might be requested by CORGI Fenestration from time to time.

For Companies which do not have the capacity to issue such an announcement internally or through an agent then CORGI Fenestration can recommend a service for this.

TERMS AND CONDITIONS

Interpretation

If in the interpretation of any of these Rules there shall be any dispute or difference of opinion, it shall be referred for resolution to a meeting of the Certification Committee whose decision on such matters shall be final and binding on all concerned.

Amendments to the Rules

These Rules may be amended by the Scheme from time to time by notice given on the website at www. CORGI Fenestration.co.uk. Any such amendments shall become binding on all Registered Companies 7 (seven) days after such notification taking place. If a Registered Company is unhappy with any such amendment, it may terminate its registration with the Scheme by giving notice to the Scheme within that 7 (seven) day period. In the event of such termination no refund of any fees shall be made to the Registered Company.

Liability

The Registered Company shall indemnify the scheme from and against any Losses suffered or incurred by the Scheme arising out of or in connection with any such products or services.

Save in respect of death or personal injury caused by the negligence of the Scheme or any fraudulent misrepresentation (for which the Scheme shall have unlimited liability), the Scheme shall have no liability to any Registered Company for any loss of profit, loss of business, contracts or goodwill, loss of or corruption of data (in each case whether the same is direct or indirect) or for any indirect, special or consequential loss or damage which arises out of or in connection with the performance or non-performance by the Scheme of any of its obligations under these Rules or in connection with the Scheme.

Save in respect of death or personal injury caused by the negligence of the Scheme or any fraudulent misrepresentation (for which the Scheme shall have unlimited liability) the maximum aggregate liability of the Scheme to any Registered Company in contract, tort or otherwise howsoever arising out of or in connection with the performance or non-performance by the Scheme of any of its obligations under these Rules or in connection with the Scheme shall be limited to 150% of the fees paid by such Registered Company to the Scheme in the 12 months preceding the event or occurrence giving rise to such liability.

Force Majeure

The Scheme shall have no liability for any delay in or failure to perform its obligations under or in connection with the Scheme where the same is caused by any event or occurrence beyond the reasonable control of the Scheme.

Waiver

The waiver or forbearance or failure of the Scheme in insisting in any one or more instances upon the performance of any provisions of these Rules shall not be construed as a waiver or relinquishment of its right to future performance of such provision and the Registered Company' obligation in respect of such future performance shall continue in full force and effect.

Assignment

The Registered Company shall not be entitled to transfer, assign, sub-contract or otherwise dispose of (including by way of declaration of trust) any of its rights or obligations under these Rules.

Invalidity and Severability

If any provision of these Rules shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Rules which shall remain in full force and effect.

Notices

All notices given under these Rules may be given by hand or sent by fist class mail, recorded delivery or email in the case of notice to the Registered Company to the address or email address most recently provided by it to the Scheme and, in the case of notice to the Scheme to the address, email address given on the Scheme website. Notices given by hand shall be deemed to have been served on the date of delivery and notice served by pre-paid first-class post shall be deemed to have been served on the second day after posting save that in either case if such day is not a working day notice shall be deemed served on the next working day thereafter.

Notices served by email shall be deemed to have been served on the date of transmission provided that a confirmation copy is also sent by pre-paid first-class post within 24 hours after transmission.

Governing law and jurisdiction

These Rules shall be governed by English law. Any dispute arising under or in connection with these Rules shall be subject to the exclusive jurisdiction of the courts of England and Wales.

CORGI Fenestration is part of the CORGI Services portfolio which, building on its gas safety heritage, provides a wide range of trusted, professional, quality services to the heating and plumbing industry. For the full range of CORGI services see: www.corgiservices.com

©2016 CORGI Fenestration. The information contained herein is subject to change without notice. The marks CORGI and CORGI Fenestration are trade marks of CORGI. (CORGI Fenestration, used under licence).