

ER01

Terms & Conditions



1. Definitions

- 1.1. "CompetentRoofers" means "CompetentRoofers Ltd", a Limited Company registered in England & Wales, with the company number of 5704588, and the registered address of 31 Worship Street, London, EC2A 2DY. NFRC Ltd, through its trading name CompetentRoofers, operates a Competent Person Scheme, and a product certification scheme respectively, participation in which is subject to the terms and conditions set out in this document.
- 1.2. "The Scheme" means the CompetentRoofers Scheme, a Competent Person Scheme licensed by the Department for Communities and Local Government, subject to Statutory Instrument 2006 No. 652.
- 1.3. "Contractor" or "Registered Contractor" means any enterprise, sole trader, partnership, limited company, limited liability partnership, public limited company, or other organisation registered with the CompetentRoofers Scheme.
- 1.4. "Applicant" means any enterprise, sole trader, partnership, limited liability partnership, limited company, public limited company, or other organisation seeking to become a Registered Contractor of the CompetentRoofers Scheme.
- 1.5. "CompetentRoofers Logo Use Policy" means, the terms governing the acceptable use of the CompetentRoofers name(s), abbreviation(s) and logo(s) set out in the current CompetentRoofers Terms and Conditions and the CompetentRoofers Logo Use Policy published by CompetentRoofers from time to time.
- 1.6. "Registered Contractor Certificate" means the document issued, by CompetentRoofers, to the Contractor, certifying that the Contractor is a Registered Contractor of the CompetentRoofers Scheme, and that the Contractor confirms all works carried out will be compliant with regulation 4-of the Building Regulations 2000 (as amended), manufacturer's recommendations and the British Standards applicable at the time of installation.
- 1.7. "Notifiable Works" means any works carried out by the Contractor, regulated by the current Building Regulations, manufacturer's recommendations and the British Standards applicable at the time of installation in such a way as to compel notification of the Building Regulations Department of the relevant Local Authority.
- 1.8. "Serious Failure" means any failure, discovered upon inspection that would in the opinion of the Surveyor constitute a breach of health and safety or affect the structural integrity, which requires immediate action.
- 1.9. "Major Failure" means a significant defect / event of non-compliance which requires action within 14 days.
- 1.10 "Minor" means any non-compliance discovered of a less significant nature, is easily rectified but is in breach of either/all of the Building Regulations, manufacturer's recommendations and British Standards applicable at the time of installation. Such a breach will be classed as a 'Fail with conditions' until the breach is remedied.
- 1.11. "Cancelled Inspection" means a situation whereby an Applicant or Registered Contractor fails to provide facilities for or attend an inspection visit for which reasonable notice has been given, or cancels an arranged inspection visit with less than 24 hours notice.
- 1.12. "Works" means roof refurbishment works.
- 1.13. "Qualifying Works" means that CompetentRoofers's insurance partners will provide a ten-year insurance-backed guarantee where the contract value of works is £50,000 or less and where the building is four storeys or less in height. A guarantee is also available on works where the value is over £50,000 (at extra cost).

2. Application

- 2.1. Applications for registration with the Scheme will be accepted by CompetentRoofers from any enterprise, sole trader, partnership, limited liability partnership, limited company, public limited company or other organisation; carrying out roofing works.
- 2.2. CompetentRoofers will undertake certification in accordance with the Scheme Assessment Criteria, set out in the current CompetentRoofers Terms and Conditions.
- 2.3. Applicants will complete an application form, pay the application fee, and submit such supporting documents as may be required. Also, all applicants must undertake and pass a credit check to meet the operators' criteria, which are subject to change.
- 2.4. Applicants will be assessed against the Building Regulations, manufacturer's recommendations and applicable, current British Standards being the Minimum Technical Competences for roofing.
- 2.5. The Conditions of Authorisation set out by the Department of Communities and Local Government are available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/512860/CPS_Conditions_final__April_2016.pdf
- 2.6. All applicants agree that, where provisional status is granted, that they are not Registered Contractors but can register works for inspection purposes as part of the application process. Applicants with provisional status who do not register works within 90 days may have provisional status removed and their application archived.
- 2.7. All applicants agree to permit CompetentRoofers to appoint a suitably qualified person or persons for the purpose of conducting assessments or inspection visits.
- 2.8. CompetentRoofers will determine the extent and duration of the assessment and inspection visit by the size, scale and geographic spread of the work undertaken by the Applicant.
- 2.9. Applicants and Registered Contractors will be expected to meet inspectors and make available for inspection, as and when requested by CompetentRoofers, sufficient work, both in progress and completed, as well as business documentation relevant to the initial application and for ongoing renewal of membership.
- 2.10. Applicants and Registered Contractors agree that CompetentRoofers reserves the right to contact a sample of end users for the purposes of arranging inspection of completed works, where agreed by the end user.
- 2.11. On completion of the inspection visit, should the outcome be a fail or a conditional pass then the applicant will receive a report indicating any areas where the Applicant or Registered Contractor fails to meet the criteria. The report will explain the remedial action required and provide timescales for completion of this action. Where appropriate, Non-Compliances will be identified.
- 2.12. The Applicant or Registered Contractor will be required to demonstrate the corrective actions that have been undertaken which, where possible, will be by submission of additional records or similar means, but may include a further site visit if appropriate to verify these actions for which a further fee or charge may be due.
- 2.13. By applying to join CompetentRoofers, the applicant agrees that upon successful application their company details will be displayed on the CompetentRoofers website, promotional material and Competent Person Scheme returns.

3. Fees and Charges

- 3.1. CompetentRoofers reserves the right to amend or alter fees and charges subject to a suitable notice period.
- 3.2. Applicants and Registered Contractors agree to pay CompetentRoofers the fees and charges as prescribed and published from time to time by CompetentRoofers. The fee for registration covers the administrative cost involved in processing the application, assessment and inspection of the Contractor.
- 3.3. All fees and charges shall be payable within 30 days of the date of invoice, without any set-off or deduction and shall be subject to VAT at the applicable rate. Any payment not made by the due date will bear interest at the rate of 4% above the base rate of Royal Bank of Scotland PLC from the due date until payment is made in full.
- 3.4. If payment is not received by the due date CompetentRoofers reserves the right to suspend or withdraw the contractor's right to undertake



certification in accordance with the scheme.

3.5. Where an Applicant or Registered Contractor fails to provide facilities for or attend an inspection visit for which reasonable notice has been given, or cancels an arranged inspection visit with less than 24 hours notice without due reason, the Applicant or Registered Contractor shall be responsible for CompetentRoofers costs as are determined and published from time to time by CompetentRoofers.

3.6. Where an Applicant or Registered Contractor cancels 3 or more inspection appointments, or fails to accept 3 separate invitations for inspection, the Applicant or Registered Contractor will be liable for any reasonably incurred administration charges.

3.7. Where an Applicant or Registered Contractor fails to meet the Scheme Assessment Criteria, CompetentRoofers will notify it of the observations and non-compliances, which may require further inspection or assessment. The Contractor shall be responsible for its own costs and for CompetentRoofers costs for further inspections and assessments as are determined and published periodically by CompetentRoofers.

3.8. The periodic assessment of work shall be subject to payment of the annual fee as determined and published periodically by CompetentRoofers to be paid within thirty days of the date of invoice. VAT and all relevant taxes will be charged as at the date of the invoice.

3.9. The Direct Debit set up when registering with CompetentRoofers is variable. This means that the amount may vary from month to month in keeping with the pricing structure provided at the prevailing published rates on the CompetentRoofers website.

3.10. Applicants and Registered Contractors agree that a sum equal to the full amount of the annual fee is payable in the event that the Contractor cancels their status as a CompetentRoofers Registered Contractor or if CompetentRoofers withdraws this status.

3.11. Inspection and Application Fees are non-refundable.

3.12. The Applicant is deemed to have read and understood all of the included terms and conditions upon submission of application.

3.13. Upon renewal, the Contractor is deemed to have accepted these terms unless otherwise communicated, in writing, to CompetentRoofers.

3.14. All works over £50K will be handled on a case by case basis.

3.15. Commercial work over £50K may be subject to additional charges and inspection(s).

3.16. Commercial work over £100K will be subject to additional charges and inspection(s).

4. Non-Compliance

4.1. Applicants and Registered Contractors agree that, should a Minor Non-Compliance be discovered they will take prompt remedial action, and will, within 28 days of notification resolve the problem. The Contractor shall supply CompetentRoofers, or a Surveyor appointed by CompetentRoofers, evidence that appropriate and satisfactory remedial action has been taken.

4.2. In the event that a Minor Non-Compliance is not remedied within 28 days, CompetentRoofers reserves the right to treat such an occurrence as a Major Failure.

4.3. Applicants and Registered Contractors agree that, should a Serious Failure be discovered with the works, they will take immediate action to resolve the problem; a Major Failure must be rectified within 14 days. This shall be followed by another inspection of works registered via CompetentRoofers. This re-inspection will be charged at the normal rate.

4.4 Failure to comply CompetentRoofers reserves the right to take legal action against the company. This may include rectifying the problem at the defaulting companies expense.

4.5. In the event that 2 subsequent inspections reveal Failures of either type, CompetentRoofers reserves the right to increase its sample rate.

4.6. In the event that 2 or more Failures of either type are identified over the space of 2 subsequent years, CompetentRoofers reserves the right to increase its sample rate.

4.7. A list of examples of non-compliance issues can be found on the Registered Contractors' area of the CompetentRoofers website. These are subject to change, and will be published periodically on the website.

4.8 Where there has been a period of multiple failures CompetentRoofers may require the Contractor to undertake additional training via an authorised Regional Roof Training Group.

5. Registered Contractors' Obligations

5.1. Applicants and Registered Contractors shall, at their expense, provide CompetentRoofers or its representatives with copies of all documents and information, or access to such material records and data necessary to perform the certification service. CompetentRoofers shall have no liability for any loss or damage to such material records and data however caused.

5.2. Where required by the Scheme, the Contractor agrees to permit CompetentRoofers to conduct periodic inspection visits of sites or offices for the maintenance of Registered Contractor Status.

5.3. Where any representative of CompetentRoofers is required to access a site or property of a Registered Contractor or Applicant for the purpose of conducting an inspection visit or audit, then the Contractor or Applicant shall provide safe access and safe working environment, which complies with all applicable health & safety requirements.

5.4. Registered Contractors and Applicants agree that they will provide CompetentRoofers with as much notice as is practicable (usually on the award of works) prior to installation of all notifiable works but never later than 5 working days prior to commencement of the notifiable work and that the notification is updated upon completion of installation within 30 days of the actual completion date ensuring the correct completion date is recorded

5.5. Registered Contractor and Applicants agree to give notice in writing to CompetentRoofers of any change in ownership or directors, trading address, legal constitution, trading or other change of title or any other significant particulars upon which Registered Contractor Status was approved.

5.6. Registered Contractors and Applicants agree that, in the event that there are no completed works available for inspection by CompetentRoofers upon Scheme membership renewal, they shall submit to a re-vetting procedure. This shall be charged at the rate of the sum of two inspections.

5.7. Should re-vetting be required, the Registered Contractor is obliged to provide CompetentRoofers proof, that for the period during which re-vetting took place, that either:

5.7.1. The Contractor did not carry out any notifiable works; or

5.7.2. The Contractor carried out notifiable works in accordance with the correct procedure, as prescribed in the current Building Regulations, and was issued with a valid Building Regulations Compliance Certificate (BRCC) from the relevant Local Authority.

5.7.3. The Contractor carried out notifiable work, but failed to notify CompetentRoofers, and failed to notify the relevant Local Authority for the purposes of obtaining a valid BRCC.

5.8 The Registered Contractor is committed to undertake training if recommended by CompetentRoofers.

5.8.1 The Registered Contractor agrees to attend Continuing Professional Development (CPD) courses offered by CompetentRoofers.

5.9. Registered Contractors and Applicants must have a complaints procedure in which complaints are recorded, acknowledged, investigated and a resolution offered to the client.

5.10. The Registered Contractor agrees that they shall be responsible for ensuring the works they (and any sub-contractors they appoint) undertake are compliant with the Building Regulations, manufacturer's recommendations, and applicable British Standards and any other relevant standards or regulations.

ER01

Terms & Conditions



6. Certification

- 6.1. CompetentRoofers will notify the Applicant of the decision to award Registered Contractor Status. The Certificate issued will state the Applicant has achieved the CompetentRoofers Scheme criteria and is judged able to comply with all relevant requirements of The Scheme, and as subsequently amended, and is able to self-certify works only relevant to the roofing discipline(s) approved for. This is reviewed on an annual basis.
- 6.2. Being granted Registered Contractor Status the Contractor agrees to continue to comply with the requirements of the Scheme for the period of the certification.
- 6.3. CompetentRoofers will undertake periodic assessment on an annual basis of Contractors' 'Registered' Status in accordance with the Scheme Criteria. To facilitate this assessment, the Contractor shall make available, for inspection, where appropriate, constitutional documents, evidence of Public Liability insurance, and evidence of Employers Liability insurance.

7. Termination

- 7.1. Upon the termination of this Agreement for whatever reason any Certificate requested by a Registered Contractor will not be processed. Any Certificates that have already been processed prior to termination will not be affected by this.
- 7.2. All use of the CompetentRoofers logo and/or Green Deal logo as issued by CompetentRoofers by the Contractor shall cease upon the termination of this Agreement.
- 7.3. Registered Contractor Status may be terminated with immediate effect by CompetentRoofers as a result of:
- 7.3.1. Wilful misrepresentation of the Scheme Logo, subject to the terms of the CompetentRoofers Logo Use Policy, a copy of which is available upon request;
- 7.3.2. Bringing the Scheme into dispute by failure to abide by Scheme rules, terms and conditions;
- 7.3.3. Failure to undertake appropriate action to resolve a customer complaint;
- 7.3.4. Causing, by actions, or by omission of actions, serious breaches of relevant health and safety legislation;
- 7.3.5. Failure to maintain payment of Scheme fees;
- 7.3.6. Failure to provide the end-user with the option of taking out an insurance backed warranty for all works undertaken;
- 7.3.7. Failure to maintain adequate standards of quality;
- 7.3.8. Failure to maintain a reasonable standard of professional conduct when dealing with CompetentRoofers employees, agents or subcontractors.
- 7.3.9. Misuse of any CompetentRoofers documentation for any reason, including breach of the CompetentRoofers logo policy.
- 7.4. This agreement may be terminated by written notice at any time by either party in the event that:
- 7.4.1. A receiver or administrative receiver is appointed in respect of the business, property or assets of either party; or
- 7.4.2. Either party makes a composition or arrangement with its creditors or becomes subject to an administration order or ceases or threatens to cease trading; or
- 7.4.3. Either party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or to assume the obligations imposed under this Agreement); or
- 7.4.4. Subject to the provisions of paragraph 5 above, one party giving one month written notice to the other to expire on the anniversary date of the Scheme Certificate may terminate this Agreement.
- 7.5. Termination of this Agreement will not cancel any liability or obligation owed by one party to the other that has arisen before the date of termination including the Registered Contractor's obligation to pay for services carried out by CompetentRoofers but not invoiced up to that date and any obligation arising under paragraph 3.9 above.
- 7.6. Contractors who breach the Terms and Conditions and who have their CompetentRoofers Registered Contractor Status terminated will be published on an ex-Registered Contractor's list as per the rules of our licence. This list is made available to the Department of Communities and Local Government and other Competent Person Scheme licence holders.

8. Data Protection

- 8.1. CompetentRoofers will treat as confidential any information of a confidential nature relating to the technical processes, products, data, business affairs or finance or other confidential information relating to a Registered Contractor, Applicant or end-user.
- 8.2. CompetentRoofers will not at any time or for any reason disclose or permit to be disclosed to any person, or otherwise make use of (except for the purposes of this Agreement) or permit to be made use of the above-mentioned confidential information. This obligation will not apply to information that is or shall lawfully become part of the public domain or is required to be held on the Scheme Database for use by the Department for Communities and Local Government.
- 8.3. CompetentRoofers shall endeavour at all times to comply with the provisions and obligations imposed by Data Protection legislation.
- 8.4. A Registered Contractor will take responsibility for obtaining the consumer's consent for their data to be shared with CompetentRoofers for the purposes of issuance of the BRCC and IBG and that measures in doing so ensure such consent is freely given and informed.
- 8.5. The CompetentRoofers privacy notice is located at: www.competentroofers.co.uk/privacy

9. Liability

- 9.1. The Registered Contractor or Applicant agrees to indemnify CompetentRoofers against any costs, losses, expenses or damages for which CompetentRoofers becomes liable as a result of action by any third party arising out of the misuse of any Certification granted under this Agreement.
- 9.2. CompetentRoofers will be under no liability to the Registered Contractor or Applicant for any indirect or consequential loss, expense or damages that arise out of or in connection with the provision of the Certification Services under or in connection with this Agreement, except in the case of death or personal injury.
- 9.3. CompetentRoofers does not imply or express any warranty with respect to the Registered Contractor's product or service and assumes no responsibility for defects or failure of service. CompetentRoofers shall have no liability to the Contractor for loss, damage, costs expenses or other claims arising from the provision of non-conforming products or services.

10. Appeals

- 10.1. A Registered Contractor may make written representation against any decision by CompetentRoofers to grant or cancel the Registered Contractor's Certification, other than for non-payment of fees. Such notice shall be served by email to admin@competentroofers.co.uk or letter within 10 working days of the date of notification of any disputed decision.
- 10.2. An independent Appeals handler will be appointed to investigate the appeal and make the decision on whether or not it is upheld. If this internal process does not resolve the matter, the appointed independent Appeals handler will refer the case to the next scheduled Oversight Committee meeting.

11. CompetentRoofers Scheme

ER01

Terms & Conditions



11.1. All contractors who are Registered Contractor of the CompetentRoofer Scheme are subject to all of the terms, controls and conditions prescribed in this document.

11.2. The CompetentRoofer Scheme shall consider applications from any enterprise, sole trader, partnership, limited liability partnership, limited company, public limited company or other organisation; carrying out qualifying works in existing properties.

12. Applicable Law

12.1. The application and certification process shall be governed by and interpreted in accordance with English Law.

12.2. The parties submit to the non-exclusive jurisdiction of the Courts of England & Wales.

13. Guarantees and Insurance

13.1. All domestic qualifying contracts must be guaranteed by the Contractor for ten years. The Contractor must notify those domestic qualifying contracts to CompetentRoofer, in order for CompetentRoofer's insurance partners to provide an insurance backed guarantee in respect of the aforementioned guarantees.

13.2. Where the Registered Contractor self-certifies works in the course of CompetentRoofer membership; the Contractor agrees that a written guarantee must be freely issued to the owner of those works.

13.3. The Registered Contractor agrees that its guarantee to the owner of the works shall be of a period of no less than 10 years in length. Where a product/material guarantee is in place and valid for a period of longer than 10 years, the Contractor must pass on the product/material guarantee to the owner.

13.4. The Registered Contractor agrees that CompetentRoofer's insurance partners shall issue – to the owners of notified works – Insurance Backed Guarantees and breach of Building Regulations insurance in accordance with CompetentRoofer's rules on insurance protection; and the limits of indemnity on the insurer's standard policies.

13.5. The Registered Contractor agrees that for works over £50,000 in contract value CompetentRoofer will, via its insurance partner, facilitate an offer of an insurance backed guarantee to the end customer subject to the underwriter's insurance criteria.

13.6. The Registered Contractor agrees that it shall not make any direct or indirect charge to the customer in respect of the provision of the insurance.

13.7. The Registered Contractor agrees that it shall not make use of the insurance to channel the customer down a particular product or sales-path; or enhance one product offering over another.

13.8. The Registered Contractor agrees that it shall not act as the insurer's agent; nor shall it hold itself out as such.

13.9. The Registered Contractor agrees that it shall not discuss the terms of the insurance with the customer.