



Self Assessment and Auditing Made Easy

FAO: Contractor

Dear Sir/Madam,

Re: Certass Glazing Membership

Thank you for the interest you have shown in becoming a Certass member. Certass (Certification & Self Assessment) is a Competent Persons Scheme, licensed by the Department for Communities and Local Government. Certass Glazing is a scheme in respect of the installation of replacement windows, doors and associated glazing products in domestic properties. Approval by Certass Glazing will allow member contractors to Self-Certify work; therefore Certass Glazing will be in a position to issue Building Regulation Completion Certificates to homeowners.

The Certass Glazing Membership year runs from the date of initial approval therefore each contractor's annual period will be unique.

The attached registration pack includes:

***Application Form
Terms & Conditions / Membership Requirements
Direct Debit Mandate
Pricing Structure
Guidance Notes***

PLEASE ENSURE THAT YOU HAVE READ, UNDERSTOOD AND SIGNED ALL ASPECTS OF THE REGISTRATION PACK BEFORE SUBMITTING TO THE ADDRESS BELOW. GUIDANCE NOTES HAVE BEEN PROVIDED FOR YOUR CONVENIENCE.

You must include the following items when returning your application as failure to do so will result in your application being delayed or possibly returned.

Completed Application Form (printed clearly and accurately in capital letters)

Registration fee of £50.00 (plus VAT)

Completed Direct Debit

Copy of Consumer Contract (to include 7 day cooling-off period)

Copy of Employers Liability (at least £10 Million) and Copy of Public Liability (at least £2 Million)

*Please note that after becoming a member of Certass, we must receive your installations within 6 weeks of the completion date.

Yours faithfully

A handwritten signature in black ink, appearing to be "M. J. P.", written in a cursive style.

On behalf of Certass Limited

Certass Glazing - Application Form

Applicant Information

Contact Name:

Company Name:

Trading Name (if applicable):

Address:

Postcode:

E-Mail:

Tel:

Fax:

Mobile:

Web:

Type of Business (Please tick where appropriate)

Sole Trader (complete part 1)

Partnership (complete part 2)

Limited Company (complete part 2/3)

Sole Trader (1) (If less than 2 years at current address please provide previous details)

Owners Full Name:

Owners Home Address :

Previous Address:

Owners Date of Birth:

Partnership (2)

1st Partner/Director Full Name:

1st Partner/Director Home address:

1st Partner/Director Date of Birth:

2nd Partner/Director Full name:

2nd Partner/Director Home address:

2nd Partner/Director Date of Birth:

3rd Partner/Director Full name:

3rd Partner/Director Home address:

3rd Partner/Director Date of Birth:

Limited Company (3)

Company Registration Number:

Date of Incorporation:

Additional Information

VAT Registration Number (if applicable):

Number of Employees:

Referred By:

Number of Window/Door installations carried out in the last year:

Estimated number of Window/Door installations to be carried out this year:

Approximate annual turnover relevant to the installation of Windows/Doors:

Please select the format that you wish to use when submitting installation details:

<input type="radio"/> Online (Preferred Format)	<input type="radio"/> Post	<input type="radio"/> Fax	<input type="radio"/> E-mail
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Insurance Information

Do you take deposits in advance of installations:	<input type="radio"/> Yes	<input type="radio"/> No
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If yes, how are these deposits insured/indemnified (options may include deposit indemnity insurance or approved trade association guarantee schemes such as GGF fund):

Are you currently providing Insurance Backed Guarantees:	<input type="radio"/> Yes	<input type="radio"/> No
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IF NO, PLEASE REFER TO THE GUIDANCE NOTES

If Yes, who is your provider:	Registration/Membership Number:
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Who is the Insurance Company Underwriting the risk:

Address of Insurance Company:

Declaration

I/We confirm the information contained in this application is correct and I/We agree to notify Certass Limited of any changes made to the above. I/We have read and understood all registration documents and the Certass Scheme requirements and agree to comply with Certass Limited Terms and Conditions.

I/We understand that when Certass Limited assesses this application and any future renewal the information will be used for financial checks against the Certass Scheme requirements. I agree Certass Limited may make financial checks and take up such references relating to the business as they consider necessary, including from independent agencies, as part of the assessment process.

I/We agree to the business name, address and contract details that are or shall lawfully become part of the public domain and held on the Certass Limited database being disclosed to the general public.

I/We understand that we will be charged for Inspections, including where no installations have been registered. I/We have read and understood the pricing structure provided and agree to payment being collected by variable Direct Debit as and when necessary.

I/We agree to notify Certass in writing should we wish to cancel our membership and understand that any fees collected before this will be non refundable.

I/We agree declare that this application is signed on behalf of the business whose details are recorded on this form and understand that false information may result in exclusion from the Certass Scheme and may affect membership of other competent person schemes.

Signed:

Name:

Position in company:	Date:
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Please include as a MANDATORY requirement with your application one copy of each of the following current documents:

- Consumer Contract Documents with Terms & Conditions, to include a 7 day cooling off period.
- Employer's Liability for at least £10M and Public Liability for at least £2M, Documents submitted must show the breakdown for Public and Employee Liability insured amounts separately.

RETURN TO: CERTASS LIMITED, 37 CARRICK STREET, AYR KA7 1NS

FOR USE OF CERTASS STAFF ONLY

<input type="checkbox"/> Cheque payable to Certass Ltd - £50.00 + VAT
<input type="checkbox"/> Signed Direct Debit Mandate
<input type="checkbox"/> Copy of Public and Employee Liability Insurance Document(s)
<input type="checkbox"/> Copy of contract showing 7 day cooling off period
<input type="checkbox"/> Copy of written guarantee

Date Received		Date Returned (if necessary)	
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Date Declined		Date Accepted	
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CERTASS Glazing Membership Number	
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Certass Glazing Scheme

Membership Requirements

To be eligible for Membership of the Certass Glazing Scheme contractors must:

- Be engaged in the installation, as a replacement, of a window, rooflight, roof window or door in existing domestic buildings.
- Work in a competent and responsible manner in accordance with the law and health & safety legislation.
- Hold a copy of current relevant Building Regulations and comply with all relevant requirements.
- Be able to provide satisfactory evidence of a fixed trading base.
- Make available for inspection sufficient completed and/or work in-progress. Please note any abandoned inspections will be chargeable.
- Have or be prepared to train, appropriately skilled and qualified persons
- Be willing to use standard documentation to provide customers with clear information quotations, contractors and services offered.
- Provide to Certass in an agreed format details of all installations undertaken within 6 weeks of completion for the purpose of Building Regulation notification.
- Maintain a record of any complaints made about the standard of work undertaken and details of any action taken to resolve the complaints.
- Hold Public Liability Insurance and if applicable Employers Liability Insurance.
- Offer customers an Insurance Backed Warranty for all work undertaken

All in accordance with the Certass Glazing Scheme assessment criteria

TERMS & CONDITIONS

1. Interpretation

The following definitions shall have the same meanings within this document unless otherwise stated, either explicitly or by virtue of context. All references to the masculine shall also refer to the feminine, references to persons shall apply to natural persons, and legal persons such as incorporated and unincorporated legal entities and all references to the singular shall also refer to the plural.

- 1.1 “Certass” means “Certass Ltd”, a Limited Company registered in England & Wales, with the company number of 4350234, and the registered address of 106 Coppergate House, 16 Brune Street, London, E1 7NJ. Certass and its trading name, The Thermal Rating Register operate as a competent person scheme, and a product certification scheme respectively, whose membership is subject to the terms and conditions set out in this document.
- 1.2 “The Scheme” means the Certass Glazing Scheme, a Competent Persons Scheme licensed by the Department for Communities and Local Government, subject to Statutory Instrument 2006 No. 652.
- 1.3 “Member” means any enterprise, sole trader, partnership, limited company, limited liability partnership, public limited company, or other organisation registered with the Certass Glazing 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 member of the Certass Glazing Scheme.
- 1.5 “Certass Logo Use Policy” means, the terms governing the acceptable use of the Certass name(s), abbreviation(s) and logo(s)
- 1.6 “Membership Certificate” means the document issued, by Certass, to the Member contractor, certifying that the Member is registered with the Certass Glazing Scheme, and that the contractor confirms all installations carried out will be compliant with regulations 4 and 7 of the Building Regulations 2000 (as amended).
- 1.7 “Notifiable Works” means any works carried out by the Member, regulated by the current Building Regulations in such a way as to compel notification of the Building Regulations Department of the relevant Local Authority.
- 1.8 “Major Failure” means any failure, discovered upon inspection that would constitute a breach of health and safety, as per the current edition of the Building Regulations.
- 1.9 “Minor Failure” means any failure, discovered upon inspection that constitutes a breach of the building regulations, but is not a Major Failure.
- 1.10 “Abandoned Inspection” means a situation whereby an Applicant or Member 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.

2. Application:

- 2.1. Applications for registration with the Scheme will be accepted by Certass from any enterprise, sole trader, partnership, limited liability partnership, limited company, public limited company or other organisation; carrying out installation of replacement windows, rooflights, roof windows, or doors in existing domestic properties.
- 2.2. Certass will undertake certification in accordance with the Scheme Assessment Criteria.
- 2.3. As part of the Scheme Assessment Criteria, the Applicant or Member will be asked to produce evidence of sufficient employer’s liability cover, and public liability cover.
 - 2.3.1 If satisfactory cover is in place, Certass shall pass the Applicant/Member’s details to an associate company, appointed by Certass, who shall be able to provide the relevant levels of cover to Scheme Applicants. Scheme Applicants and Members remain free to choose a provider of employer’s and public liability cover as they see fit.
 - 2.3.2 the associate company, appointed by Certass has delegated authority to determine whether a Member’s current level of cover is sufficient.
- 2.4. All Applicants agree to permit Certass to appoint a suitably qualified person or persons for the purpose of conducting assessments or inspection visits.
- 2.5. Certass 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.
- 2.6. Applicants and Members will be expected to meet inspectors and make available for inspection, as and when requested by Certass, sufficient work, both in progress and completed, as well as business documentation relevant to the initial application and for ongoing renewal of membership.
- 2.7. Applicants and Members agree that Certass 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.
- 2.8. On completion of the inspection visit the applicant will receive a report indicating any areas where the Applicant or Member

fails to meet the criteria. The report will explain the remedial action required and provide timescales for completion of this action. Where appropriate, Minor Failures and Major Failures will be identified.

- 2.9. The Applicant or Member 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.
- 2.10. The Applicant or Member agrees to provide the end user with an offer of an Insurance Backed Guarantee (IBG) from an approved IBG Provider.
- 2.11. If the Applicant or Member does not have an IBG Provider, it is agreed that Certass will choose an IBG provider, from its approved list.
- 2.12. Inspection and Application Fees are non-refundable.
- 2.13. The Applicant is deemed to have read and understood all of the included terms and conditions upon submission of application.
- 2.14. Upon renewal, the Member is deemed to have accepted these terms unless otherwise communicated, in writing, to Certass.

3. Fees and Charges:

- 3.1. Applicants and Members agree to pay Certass the fees and charges as prescribed and published from time to time by Certass. The fee for registration covers the administrative cost involved in processing the application, assessment and inspection of the Member.
- 3.2. 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.
- 3.3. If payment is not received by the due date Certass reserves the right to suspend or withdraw certification.
- 3.4. Where an Applicant or Member 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, the Applicant or Member shall be responsible for Certass costs as are determined and published from time to time by Certass.
- 3.5. Where an Applicant or Member cancels 3 or more inspection appointments, or fails to accept 3 separate invitations for inspection, the Applicant or Member will be liable for any reasonably incurred administration charges.
- 3.6. Where an Applicant or Member fails to meet the Scheme Assessment Criteria, Certass will notify it of the observations and non-compliances, which may require further inspection or assessment. The Member shall be responsible for his own costs and for Certass costs for further inspections and assessments as are determined and published periodically by Certass.
- 3.7. The periodic assessment of work shall be subject to payment of the annual fee as determined and published periodically by Certass 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.
- 3.8. The Direct Debit set up when registering with Certass is variable. This means that the amount may vary from month to month in keeping with Certass' pricing structure. Information on Certass pricing shall be published periodically on the Members' area on the Certass web-site
- 3.9. Applicants and Members agree that the full amount of the annual fee is payable in the event that the Member cancels Certass membership.
- 3.10. The Certass member shall not impose any direct charges to its customers for the Building Regulation Compliance Certificate and notification process other than that directly charged by Certass Ltd.

4. Non Compliance:

- 4.1. Applicants and Members agree that, should a Minor Failure be discovered they will take prompt remedial action, and will, within 28 days of notification resolve the problem. A Non-Compliance Order shall be issued by Certass to this effect. The member shall supply Certass, or a surveyor appointed by Certass evidence that appropriate and satisfactory remedial action has been taken.
- 4.2. In the event that a Minor Failure is not remedied within 28 days, Certass reserves the right to treat such an occurrence as a Major Failure.
- 4.3. Applicants and Members agree that, should a Major Failure be discovered with an installation, they will take immediate action to resolve the problem. This shall be followed by a re-inspection of the installation by Certass. This re-inspection will be charged at the normal rate.
- 4.4. In the event that 2 subsequent inspections reveal Failures of either type, Certass reserves the right to increase its sample rate.
- 4.5. In the event that 2 or more Failures of either type are identified over the space of 2 subsequent years, Certass reserves the right to increase its sample rate.

- 4.6. A full list of non compliance issues and all associated fines can be found on the member's area of the Certass and TRR website. These are subject to change, and will be published periodically on the website.

5. Member's Obligations:

- 5.1. Applicants and Members shall, at their expense, provide Certass or its representatives with copies of all documents and information, or access to such material records and data necessary to perform the certification service. Certass 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 Member agrees to permit Certass to conduct periodic inspection visits of sites or offices for the maintenance of Membership.
- 5.3. Where any representative of Certass is required to access a site or property of a Member or Applicant for the purpose of conducting an inspection visit or assessment, then the Member or Applicant shall provide safe access and safe working environment, which complies with all applicable health & safety requirements.
- 5.4. Members and Applicants agree that they will provide Certass with notification of all notifiable works within 30 working days of installation.
- 5.5. Members and Applicants agree to give notice in writing to Certass of any change in ownership or directors, trading address, legal constitution, status of public liability insurance or employer's liability insurance, trading name, other change of title, or any other significant particulars upon which Membership was approved.
- 5.6. Members and Applicants agree that, in the event that there are no completed works available for inspection by Certass upon Scheme membership renewal, they shall submit to a re-vetting procedure. This shall be charged at the rate of the sum of 2 inspections.
- 5.7. Should re-vetting be required, the Member is obliged to provide Certass proof, that for the period during which re-vetting took place, that either:
- 5.7.1. the Member did not carry out any notifiable works; or
 - 5.7.2. the Member carried out notifiable works in accordance with the correct procedure, as prescribed in the current Building Regulations, and was issued with a valid BRCC from the relevant Local Authority.
 - 5.7.3. the member carried out notifiable work, but failed to notify Certass, and failed to notify the relevant Local Authority for the purposes of obtaining a valid BRCC.
- 5.8. The Member agrees to notify Certass immediately in the event of any changes made with regards to the member's IBG provider.
- 5.9. The Member agrees that Certass reserves the right to contact the Member's IBG provider with respect to any aspect of Scheme membership, including application, renewal, or continued adherence to Scheme requirements.
- 5.9.1. The Member agrees that Certass shall not be required to notify the Member before contacting his IBG provider.

6. Certification:

- 6.1. Certass will notify the Applicant of the decision to award Scheme Membership. The Certificate issued will state the Applicant has achieved the Certass Glazing Scheme criteria and is judged able to comply with all relevant requirements of the The Building Regulations 2000 (SI 2000 No.2531) and is able to self-certify works. This is reviewed on an annual basis.
- 6.2. In being granted Scheme Membership the Member agrees to continue to comply with the requirements of the Scheme for the period of the certification.
- 6.3. Certass will undertake periodic assessment on an annual basis of Members' Certification in accordance with the Scheme Criteria. To facilitate this assessment, the Member shall make available, for inspection, where appropriate, constitutional documents, evidence of Public Liability insurance, and evidence of Employers Liability insurance,.
- 6.4. The Thermal Rating Register product certification scheme will issue product certification on the thermal performance of building products.

7. Termination:

- 7.1. Upon the termination of this Agreement for whatever reason any Certificate requested by a Member will not be processed. Any Certificates that have already been processed prior to termination will not be affected by this.
- 7.2. Membership may be subject to cancellation by Certass as a result of:
- 7.2.1. wilful misrepresentation of the Scheme Logo, subject to the terms of the Certass Logo Use Policy, a copy of which is available upon request;
 - 7.2.2. bringing the Scheme into dispute by failure to abide by the Code of Practice;
 - 7.2.3. failure to undertake appropriate action to resolve a customer complaint;

- 7.2.4. causing, by actions, or by omission of actions serious breaches of relevant health and safety legislation;
- 7.2.5. failure to maintain payment of Scheme fees;
- 7.2.6. failure to provide the end-user with the option of taking out an insurance backed warranty for all works undertaken;
- 7.2.7. failure to maintain adequate standards of quality;
- 7.2.8. failure to maintain a reasonable standard of professional conduct when dealing with Certass employees, agents or subcontractors.
- 7.2.9. misuse of any Thermal Rating Register documentation, for avoidance of doubt this includes, but is not limited to Window Energy Rating Labels and U-value labels.

7.3. This agreement may be terminated by written notice at any time by either party in the event that:

- 7.3.1. either Certass or the Member commits any breach of any of the terms of this Agreement which in the case of breach capable of remedy is not remedied by that party within 14 days of written notice of such breach being received by it; or
- 7.3.2. a receiver or administrative receiver is appointed in respect of the business, property or assets of either Certass or the Member; or
- 7.3.3. 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
- 7.3.4. 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. 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 Member's obligation to pay Certass for services carried out, but not invoiced up to that date.

8. Data Protection:

- 8.1. Certass is registered under the Data Protection Act 1998. Certass undertakes to comply with the Act in all dealings with Members and Applicants.
- 8.2. Certass may use any information provided by Members and Applicants for intended purposes. For the purpose of this section, "intended purposes" shall include:
 - 8.2.1. Administrative processes necessary to maintain continued membership of Certass schemes.
 - 8.2.2. Marketing products and services relevant to the interests of Scheme Members.
- 8.3. Certass shall keep any information provided by Members or Applicants only for as long as is deemed necessary for the intended purposes.
- 8.4. Companies affiliated, associated, or in partnership with Certass may contact Members and Applicants via post, telephone or e-mail with regards to products or services. If the Applicant or Member does not wish to be contacted, a notice to that effect should be directed to the Certass administrative team, in writing, to Certass Administrative Department, 37 Carrick Street, Ayr, KA7 1NS.

9. Liability:

- 9.1. The Member or Applicant agrees to indemnify Certass against any costs, losses, expenses or damages for which Certass 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. Certass will be under no liability to the Member 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.
- 9.3. Certass does not imply or express any warranty with respect to the Member's product or service and assumes no responsibility for defects or failure of service. Certass shall have no liability to the Member for loss, damage, costs expenses or other claims arising from the provision of non-conforming products or services.

10. Appeals:

- 10.1. A Member may make written representation against any decision by Certass to grant or cancel the Member's Certification, other than for non-payment of fees. Such notice shall be served by recorded delivery within 14 days of the date of notification of any disputed decision.
- 10.2. The Directors of Certass will consider the appeal initially. If this internal process does not resolve the matter, then an independent appeal committee would consider the appeal.

11. Applicable Law:

- 11.1. The application and certification process shall be governed by and interpreted in accordance with English Law.
- 11.2. The parties submit to the non-exclusive jurisdiction of the Courts of England & Wales.

12. Variation:

- 12.1. Certass reserves the right to vary the terms and conditions contained herein:
- 12.2. Certass shall notify Members of substantial variations to the terms using one or more of the following methods:
 - 12.2.1 by giving Members no less than 14 business days notice in writing (notification will be deemed to have been served on the day upon which notification was posted.)
 - 12.2.2 by posting prominent notice on the Member's Area of the Certass web-site (notification will be deemed to have been served on the day upon which notification was posted)
- 12.3. Any variation of Certass costs shall take effect on the day upon which payment is normally due via variable direct debit.

13. Thermal Ratings Register:

- 13.1. The Thermal Ratings Register shall consider applications from any enterprise, sole trader, partnership, limited liability partnership, limited company, public limited company or other organisation; carrying out installation or fabrication of replacement windows, rooflights, roof windows, or doors in existing domestic properties.
- 13.2. All Members of the Thermal Ratings Register agree to be bound by, where appropriate, all Certass terms and conditions as prescribed above, regardless of whether or not the Member is registered with the Certass glazing scheme.
- 13.3. In addition to the above terms and conditions. Members of the Thermal Ratings Register agree to be bound by the following terms:
 - 13.3.1 All Members shall hold a copy of an agreed quality management system and comply with its requirements.
 - 13.3.2 All Members shall provide to the Thermal Rating Register, in an agreed format, details of all windows/doors supplied with a U-value label.
 - 13.3.3 All Members must ensure that windows supplied to customers must meet the specifications of the U-value label. Certass/The Thermal Ratings Register shall not be held liable for any damages in contract or tort arising out of the provision of products that do not meet the specification of the provided U-value label.
 - 13.3.4 All members agree to communicate any changes to window specifications immediately to Certass/The Thermal ratings Register. Any changes to the window specification or supplier materials must be recalculated using the TRR U-value label calculator.
 - 13.3.5 All members agree to mark relevant windows with the Thermal Ratings Register label reference number. This is to be printed on the spacer bar, or on high tack label.

14. TrustMark Sub-License Agreement:

The following constitutes the TrustMark contractor sub-license between the Member and Certass. Agreement with the Certass terms and conditions constitutes agreement with the following sub-license.

- 14.1. We grant you a non-exclusive licence to use the trade marks in relation to Our Approved Scheme in accordance with the Brand Identity Guidelines, provided that such use is limited to the Glazing trade sectors and is subject to this Agreement. Your right to use the trade marks will continue until this Agreement is terminated in accordance with subsection 14.4 below.
- 14.2. You must comply with the Brand Identity Guidelines and at all times preserve the reputation and integrity of the TrustMark Scheme. You must not engage in any activity or practice which may result in public criticism of us, Our Approved Scheme or the TrustMark Scheme.
- 14.3. In consideration of this licence, you must use best endeavours to promote awareness of the TrustMark Scheme amongst consumers and the trade.
- 14.4. We may terminate this Agreement (without, for the avoidance of doubt, you being eligible for compensation) by immediate written notice to you if:
 - (a) our Approved Scheme ceases to be part of the TrustMark Scheme and/or ceases to have the right to use the trade marks;
 - (b) you cease to participate in Our Approved Scheme;
 - (c) you go into liquidation or an administrative receiver or receiver and manager or administrator is appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors;

- (d) you commit a breach of this Agreement and, following our disciplinary processes, we conclude that this licence should be withdrawn;
 - (e) you challenge the validity of the trade marks or any of them.
- 14.5. Termination of this Agreement will not affect any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling your obligations which accrued prior to termination.
- 14.6. If for whatever reason this Agreement terminates, to protect the reputation of the TrustMark Scheme and ensure its continued operation:
- (a) you must immediately cease use of the trade marks;
 - (b) you must not purport to be associated with the TrustMark Scheme.
- 14.7. Both the Secretary of State and TML may enjoy the benefit and enforce the terms of [this Agreement] [Clause 6] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 14.8. The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules.

Schedule 1

Definitions

- 14.9 The following expressions which are frequently used in this Agreement shall have the meanings attributed to them below:

<i>Expression</i>	<i>Meaning</i>
“Brand Identity Guidelines”	such branding guidelines as may from time to time be issued by TML (as amended from time to time by TML in its sole discretion);
“Our Approved Scheme”	the Trustmark membership scheme operated by us;
“Secretary of State”	the Secretary of State for Business, Innovation and Skills of 1 Victoria Street London SW1H 0ET;
“trade marks”	the certification trade mark(s) detailed in Schedule 2;
“TML”	TrustMark (2005) Limited (Company Registration No 5480144) whose registered office as at c/o The Chartered Institute of Building, Englemere, Kings Ride, Ascot, Berkshire SL5 7TB;
“Trust Mark Scheme”	a scheme to encourage the adoption of agreed minimum service standards for firms in the domestic building services sector, and implement them by approving compliant quality schemes run by any suitable industry organisation for their members.

14.10. **Use of the Trade marks**

- 14.11. We make no warranties about the trade marks and reserve the right to substitute, add to and/or withdraw those trade marks and other indicia which comprise the trade marks if they can no longer be used. In such circumstances, you must use any substituted marks in accordance with the terms of this Agreement, and you will not be eligible for any compensation for such substitution.

Infringement of the Trade marks

- 14.12. If you learn of any unauthorised use of the trade marks or if you become aware that the trade marks are being used in a way which is not consistent with the TrustMark Brand Identity Guidelines or of any action detrimental to the trade marks, you must immediately notify us in writing.

- 14.13. You may not bring proceedings relating to any infringement of the trade marks and any decision to bring or defend any proceedings whether for infringement or otherwise in relation to the trade marks is at our sole discretion.

- 14.14. You must fully cooperate with us, and such other parties as we reasonably require, in any infringement proceedings.

Assignment and Sub-licensing

- 14.15. This Agreement is personal to you. You must not transfer all or any part of your rights or obligations under this Agreement.

- 14.16. We may assign, transfer and novate the benefit and burden of this Agreement and we may delegate any of our obligations under this Agreement.

General Pricing Structure

Annual Registration Fee

One off-Registration fee of £50.00 + VAT payable to Certass Limited with completed registration form. The attached Direct Debit will be used for all subsequent payments.

Product Options

All Certass membership fees include Trustmark membership fees.

Standard pricing

£23.50+VAT per month Includes 2 inspections

Individual Registration Fees

Certass will issue a building Control Certificate based on the rates below:

Fee Per Installation (Preferred Online Submission)

£1.35 + VAT

(Please contact Certass directly to confirm that these rates have not been amended)

Inspection Fees

The number of inspections required is based on the number of installations per annum. Inspections will normally be carried out on 1% of your installations, subject to a minimum of 2 per annum and a maximum of 100. The inspection fees will be spread over the membership year. Please note any abandoned inspections are chargeable

Every 100 installations over 251installations £85+VAT per inspections .

Re-Inspection Fees

In the event of a failure in a routine inspection a re-inspection will be required and the fee for this will be £90.00 + VAT per inspection.

Insurance Provision

Several Insurance providers have negotiated special rates in respect of the above. Before returning your application form we would strongly advise that you discuss your application with your existing provider.

QANW Free Choice pricing

£19.50+VAT per month includes all Inspections and BRCC fees.

Guidance Notes: Submission and Insurance

Preferred Submission format

It is the preference of Certass Glazing that installations are submitted in an electronic format as this will enable us to process your requests accurately and promptly. You can easily submit and review entries in the Members area of our website. Alternatively you can fax, post or use our excel spreadsheet format, which is specifically set up for use with our systems. You will be issued with a personalised Building Control Certificate Request Form, with your Acceptance Letter & Certass Glazing Membership Number. Extra charges will apply for non electronic submission.

Insurance

When a Certass Glazing member accepts a payment in advance of installation, it is a condition of membership that some form of indemnity is given to the customer. This protection may be given either by insurance or trade association indemnity schemes.

Certass Glazing members must also provide a guarantee which is insurance backed or provide a guarantee and arrange for the customer to be offered insurance by an authorised person. **The importance of providing insurance is such that no application can be considered unless appropriate arrangements have been made with Certass Glazing Approved insurance provider.**

The undernoted list details the insurance providers who have satisfied Certass as to the standard of cover provided and strength of insurer underwriting the insurance. The list may well be added to as further insurance providers apply for inclusion. If your present provider is not on the list, we would ask you to invite them to apply.

Consumer Protection Association

Tel: 01462 850062
www.thecpa.co.uk

Guarantee Guild Tel: 01480
218271
www.guaranteeguild.com

Homepro

Tel: 08707 344344
www.homepro.com

HPL

Tel: 01268 779782
www.hpl.uk.com

Incorporation of Plastic Window Fabricators & Installers

Tel: 0844 8004125
www.ipwfi.co.uk

Independent Warranty Association

Tel: 01604 604511
www.iwa.biz

Installations Assured

Tel: 01234 855377
www.ialbg.co.uk

NHG Guarantees Limited

Tel: 0844 800 4185
<http://www.nhg-guarantees.com/>

Plastics Window Federation

Tel: 01582 456147
www.pwfed.co.uk

Quality Assured National Warranties

Tel: 01292 268020
www.qanw.co.uk

UK Trades Confederation

Tel: 0844 8044575
www.uktc.com

Guidance Notes: Guarantee Requirements

As a part of the scheme requirements, you will be required to issue a written guarantee to all of your domestic customers. It is important that you understand the need to issue a written guarantee to each customer you contract with. This guarantee is a written commitment to your customers that you will, for the period of time outlined in the guarantee, be responsible for carrying out remedial works in the event that a defect occurs.

It may be the case that you already have a bespoke written guarantee wording which would suffice for the purposes of providing an Insurance Backed Guarantee, and, if so, this should be included in your application. However, if you do not already have a written guarantee, we offer the following guarantee wording purely for guidance purposes. If you opt to use this wording, you should print the suggested wording onto your own company letterhead, and issue to each customer.

Applicants should understand that the terms of the model guarantee outlined above are provided by Certass for guidance purposes only. Certass has not evaluated particular circumstances or trading practices, and, as such, cannot make a judgement or recommendation on the suitability, or lack thereof of this, or any guarantees issued.

It should also be understood that statutory requirements, local by-laws and trading standards authorities may have their own expectations and requirements as to what constitutes an acceptable guarantee. As such, applicants should keep abreast of local and national consumer protection developments. If applicants are in any doubt as to the suitability of any guarantee for a particular purpose, then it should be passed to their legal advisors for comment.

DOUBLE GLAZING GUARANTEE

Issued to: [NAME]

Installation Address: [ADDRESS]

Commencement Date: [DATE]

Reference: [REFERENCE NUMBER]

Workmanship Guarantee

PVCu windows and door frames are guaranteed against any failure in welded joints and distortion in accordance with system supplier's recommendations for a period of not longer than 10 years from the above commencement date.

Glass sealed units manufactured by ourselves are guaranteed for a period no longer than 5 years after the commencement date above for the failure of hermetical seals (i.e. misting between panes).

Locking mechanisms, hinges and all metallic moving parts are guaranteed for 1 year subject to regular maintenance by customer. Cosmetic deterioration to handles, letter plates and door handles etc. due to general wear and tear are not covered by this guarantee.

No guarantee is given as to the elimination of condensation.

This guarantee does not cover for breakage of glass after the installation is complete.

All guarantees are given in good faith. However, if it is deemed after a visit from a company representative that our product has been misused, tampered or damaged in any way etc, we will render the guarantee null and void, leaving any remedial work to be carried out at a pre-arranged fee, which shall be payable before any work commences.

This guarantee is non-transferable. (This clause can be reversed)

All goods remain the property of (**NAME OF GLAZING INSTALLER**) until payment has been received in full, and has cleared the banking process.

Any failure of materials due to faulty workmanship under the term of this guarantee will be repaired or replaced at (**NAME OF GLAZING INSTALLER**) sole discretion.

The customer will have the benefit of the manufacturers guarantee in respect of any materials this should be obtained from (**NAME OF GLAZING INSTALLER**) on completion of contract.

Guidance Notes: Consumer Contract Guidance

As a part of the application process, you are required to submit a copy of your standard consumer contract. This should include any and all terms and conditions used and relied upon by your company. It is crucial that your standard contract terms include a notification to the customer that they can cancel the contract within 7 days. This is a legal requirement, under the *Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008*. This is an extremely important provision, since, if you do not include a 7 day cooling off clause within your consumer contracts, the courts can render the entire contract void in the event of a dispute between yourself and a customer.

Certass offers the following advice for guidance purposes only. The cancellation clause should be included as a tear-off slip, as part of your consumer contract. If you are in any doubt as to what should be included in a 7 day cooling off clause, please either contact your local trading standards office, or visit the Stationary Office web site, on "<http://www.legislation.gov.uk/ukxi/2008/1816/contents/made>". This site contains the regulations in full, as well as any subsequent amendments.

An example tear-off cancellation slip is provided as follows. This is an example only, and your own notice of cancellation should be included within your standard consumer contract, which should be supplied by you, to us, as a part of your application.

Notice of Right to Cancel (7 Day Cooling Off)

As the customer, you have a legal right to cancel your contract, at no penalty, with **[NAME OF GLAZING INSTALLER]**. As such, a 7 day cooling off period shall apply to this contract. Please note that you may be required to pay for the goods/services supplied if the performance of the contract has already begun prior to the expiry of the cancellation period.

Your notice of cancellation shall be deemed to be served to **[NAME OF GLAZING INSTALLER]** on the date on which it is sent, or posted to the trader. If you wish to cancel this contract, please notify **[NAME OF GLAZING INSTALLER]** by e-mailing **[E-MAIL ADDRESS]** or by completing this tear-off form and returning it to **[GLAZING INSTALLER'S ADDRESS]**.

Complete and detach only if you wish to cancel the contract.

I/We(delete as appropriate) hereby give notice that I/we wish to cancel my/our contract **[REFERENCE]**.

Name	Signature	Date