



# NFRC Competent Person Scheme

TERMS AND CONDITIONS

(ER01 v6)

ROOFING  
COMPETENT  
PERSON  
SCHEME

7NFRC

# Terms and Conditions of Trade Membership

## TERMS AND CONDITIONS

### 1. INTRODUCTION

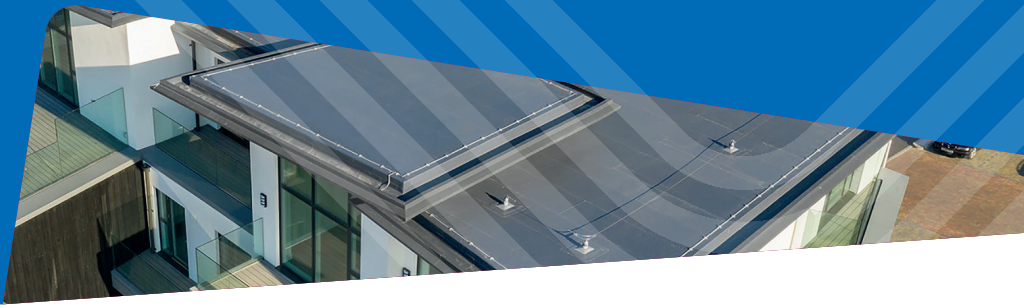
1.2 CompetentRoof Limited trading as NFRC CPS provides third party certification to companies that undertake roof refurbishment work in accordance with the Building Regulations of England and Wales, national standards and related codes of practice in the areas outlined in Part L1B of the Building Regulations 2010.

1.2 A company directly carrying out roof refurbishment work, who wish to be assessed in accordance with these Scheme Rules to be able to self-certify the work, may make an application for certification by the Scheme. Where the company's resources and installation work are subsequently assessed and found to meet these Terms and Conditions (T&Cs), the company may be granted certification. Continued certification will be subject to surveillance assessments confirming that the company continues to comply with these T&Cs.

### 2. DEFINITIONS

2.1 The following definitions apply within these T&Cs:

<b>Applicant</b>	A company / business applying for Certification
<b>Assessment</b>	A review conducted by an Inspector in line with all applicable standards. This may be undertaken remotely, by desktop, onsite or at your company premises
<b>Assessor</b>	A person representing NFRC CPS to undertake inspections and audits on behalf of the Certification Body
<b>Company</b>	Sole trader, partnership, private limited company, public limited company, public body or other legal entity
<b>Certificate</b>	A certificate of registration awarded by us under these Scheme Rules



<b>Certified Company</b>	A company which has been assessed in accordance with these Scheme Rules and has a valid Certificate of Registration
<b>Certification Body</b>	CompetentRoofer Limited trading as NFRC Competent Person Scheme
<b>Certification Marks</b>	The registered Trade Mark owned by CompetentRoofer Limited. Guidance on its use can be found in our logo usage guide
<b>Competent Person</b>	A person within the company who has the necessary technical knowledge, skill and experience for the nature of the work included in the scope of Certification
<b>Contracting Office</b>	The address from which a Company carries out or manages work included in the scope of Certification and to which correspondence can be posted. This must be a physical location.
<b>Head Office</b>	Principal place of business

<b>Nominated Competent Person</b>	A person appointed by the Company who is a principal or employee of the company and has an understanding of, and day to day responsibility to sign off completed work included in the scope of Certification, as compliant with Building Regulations
<b>NFRC CPS</b>	CompetentRoofer Limited t/a NFRC Competent Persons Scheme
<b>Notification</b>	The dispatch of any communication and/or documents by Us to You
<b>Principal Contact</b>	Person appointed by the company who is a principal or employee of the Company and has an understanding of, and day to day responsibility for, Health and Safety and other statutory requirements relating to the work undertaken.
<b>Registered Contractor</b>	A company who holds a valid NFRC CPS Certificate of Registration

<b>Register of Certified Contractors</b>	List of roofing companies who hold a valid NFRC CPS Certificate of Registration maintained and published by the Certification Body
<b>Registration Marks</b>	Applicable logo(s) provided at point of registration
<b>Registration</b>	The inclusion of a company's trading title on the register of certificated Companies
<b>Scheme</b>	Competent Person Scheme
<b>Scheme Specific Work</b>	Work covered by these Scheme Rules and included within the scope of Certification
<b>Sub-Contracting</b>	Giving contractual responsibility to another Company for ensuring the work complies with, and is of a standard not less than affording conformity with the certification standards and applicable Industry Codes of Practice.

<b>Suspension</b>	The Company's details will be held as inactive, details will be removed from all public registers and the company will cease to advertise as 'Certified', removing all trademarks and logo's while in the process
<b>Trade Marks</b>	NFRC CPS logos and any other such relating logos as NFRC CPS may register
<b>Trading Title</b>	The legal entity name and any other subsequent trading name the company trades under
<b>Terms and Conditions</b>	The Certification Body's Scheme Rules as defined in this document and updated from time to time
<b>We/Our</b>	NFRC CPS
<b>You/Your</b>	Applicant or Company which has been assessed in accordance with these Scheme Rules and holds a valid Certificate of Registration

### 3. APPLICATION

#### 3.1 The Company will:

- i. Complete an application form and submit it to NFRC CPS detailing the Principal Contact and Nominated Competent Person of the company for each Branch for which Certification is sought or required;
- ii. Apply for certification, and if the application is accepted, the company agrees to comply with these Scheme rules;
- iii. Understand that extensions to scope of certification may be made available to the Company by NFRC CPS. Such extensions to certification will be subject to separate application and assessment;
- iv. Declare to NFRC CPS if the company has applied for, holds, has held or has had refused or cancelled a previous certification with a scheme.

## 4. FEES AND CHARGES

- 4.1** We will prescribe and publish fees and charges which together with applicable VAT will be payable in accordance with the payment terms stated on the invoice.
- 4.2** A fee will be payable in respect of each application for certification and will accompany the application. The fee covers the administration cost involved in processing the application and the initial assessment of the applicant.
- 4.3** A fee will be payable for any additional assessments in connection with your certification. All fees and charges relating to a certification will be as prescribed in accordance with the invoice payment terms.
- 4.4** All fees and charges relating to the application will be retained by NFRC CPS irrespective of the outcome.
- 4.5** If the applicant fails to provide facilities for an Assessment for which they have been given reasonable notice, or cancels an arranged assessment by giving NFRC CPS less than 24 hours' notice of cancellation, or fails to comply with application or surveillance assessment requirements, the applicant will be responsible for payment of NFRC CPS's charges.
- 4.6** Any charges and costs incurred between the Company and NFRC CPS, for affinity services (such as Guidance Notes and Technical Documents) will be paid in accordance with the payment terms notified.

## 5. PERSONNEL

**5.1** The Principal Contact is responsible for:

- i.** all matters relating to certification and will be the main point of contact for all communication with NFRC CPS;
- ii.** maintenance of the overall standard and quality of the roof refurbishment work carried out or managed by the Company;
- iii.** ensuring that the Company has adequate systems in place to manage the requirements of the Scheme such as complaints resolution, staff training, provision of insurance policies or related warranties;
- iv.** ensuring the recipient of the Building Regulations Compliance Certificates and/or insurance policies are correctly detailed for all appropriate parties; and
- v.** safeguarding NFRC CPS's brand against loss or theft or unauthorised use.

**5.2** A Nominated Competent Person is responsible for:

- i.** the day-to-day safety, technical standard and quality of the roof refurbishment works carried out under that person's supervision;
- ii.** having adequate health and safety awareness relating to the work being carried out;
- iii.** fulfilling the relevant qualifications and training to meet the minimum technical competency requirements, as authorised by the Department of Levelling Up, Housing and the Environment (DLUHC);

- iv. accommodating inspections and auditing activities by NFRC CPS;
- v. being available and having direct responsibility on a day-to-day basis for the Company;
- vi. the technical standard of work;
- vii. being knowledgeable with the current editions of the following:
  - Health and Safety Regulations
  - industry associated guidance material
  - appropriate British and Manufacturer Standards
  - other industry codes of practice;
- viii. being proficient in the inspection, verification and certification procedures for the range of roof refurbishment works undertaken by the Company;
- ix. safeguarding NFRC CPS's brand against loss or theft or unauthorised use;
- x. ensuring that the results of inspections and remedial activity are adhered to within the timeframes as prescribed by NFRC CPS;
- xi. ensuring that all registered works certified by the Scheme are correctly detailed, logged and signed off as complete within the required timescales, on the NFRC CPS Portal.

### 5.3 A Competent Person is responsible for:

- i. the day-to-day safety, technical standard and quality of the roof refurbishment works carried out under the Nominated Competent Person's supervision;
- ii. having adequate health and safety awareness relating to the work being carried out;
- iii. fulfilling the relevant qualifications and training, including Continuous Professional Development requirements and experience required to carry out roofing works as prescribed in their contract of employment.

## 6. REQUIREMENTS FOR CERTIFICATION

### 6.1 A company may apply for certification if it:

- i. is directly engaged in the installation of roofing works;
- ii. provides a physical postal address for correspondence for its Head Office (and Branch(es) if applicable);
- iii. has documentation and records appropriate to the range and scale of roof refurbishment works undertaken which will include appropriate British Standards, Building Regulations and other Industry Codes of Practice;
- iv. has a system in place to ensure that all registered works certified by the Scheme are correctly detailed, logged and signed off as complete within the required timescales via the NFRC CPS portal, to allow NFRC CPS to issue a Building Regulations Compliance Certificate for all completed roof refurbishment works within the 30 days prescribed by Building Regulations;
- v. employs only Competent Persons to carry out work who are adequately and appropriately trained and supervised;

- vi. has a mechanism for managing and maintains a record of all complaints received for a minimum of seven years or longer if contractually agreed, about the technical standard of work undertaken, together with a record of the corrective action, if any, taken to resolve those complaints;
  - vii. has a documented Health and Safety policy statement and carries out risk assessments as appropriate;
  - viii. has in place the prescribed levels of insurance, including at least £2m public liability insurance, to cover the range of work undertaken.
- ii. provide NFRC CPS with a roof refurbishment work that is in-scope of the terms of Certification and make available, where applicable, the specifications, drawings and any relevant reports relating to that work. If no in-scope works are available for inspection, an out-of-scope works may be proposed for the purpose of the application;
  - iii. provide facilities for such assessment, including access arrangements to the work selected for assessment;
  - iv. any non-compliance(s) identified during the assessment may result in additional inspection(s) being required unless the identified non-compliance(s) can be rectified via alternative methods such as photographic evidence. NFRC CPS's decision will be final in respect of appropriate rectification of non-compliance(s). Additional inspections will incur fees;
  - v. A completed assessment will result in a recommendation; this will be communicated during the assessment meeting. Any recommendation is subject to independent review and certification decision.

## 7. APPLICATION ASSESSMENT

- 7.1 The extent of assessment will be prescribed by NFRC CPS taking into account the range, scale and geographical spread of the roofing work carried out or managed by the company.
- 7.2 Each proposed Competent Person, as appropriate, will be present throughout the assessment. The Principal Contact will be present for all office meetings. No other person will be present during the assessments without the express prior agreement of the NFRC CPS Inspector, or NFRC CPS.
- 7.3 Every Applicant will:
- i. allow our Assessor to complete the assessment process by inspecting the applicant's documentation, records and installation work completed and in progress. This will include all the items referred to in Requirements for Certification, together with such other items as may be prescribed by NFRC CPS;
  - ii. when requested by NFRC CPS, an applicant company will provide access and facilities to allow for attendance of external parties such as the United Kingdom Accreditation Service (UKAS) to witness assessments carried out by NFRC CPS.

## 8. CERTIFICATION DECISION

8.1 When considering an application, NFRC CPS may at our discretion decide to:

- i. grant certification;
- ii. defer further consideration of the application for a defined time because either insufficient work was available for inspection, or the applicant otherwise failed to meet the requirements for certification and / or Application Inspection. Under these circumstances a further inspection of the applicant may be necessary for which a charge will be payable in accordance with NFRC CPS's Fee Structure;
- iii. reject the application.

8.2 An application for certification may be cancelled by NFRC CPS, six months from the date of the application being received if the applicant has not complied with these Terms and Conditions to enable NFRC CPS to grant certification.

8.3 If the applicant has been certified with NFRC CPS previously under a previous trading title and wishes to change the trading title of their company, the applicant will be required to make a new application for certification of the new trading title.

8.4 When certification is granted, the trading title of the company will be included in the applicable register of Certified Contractors.

8.5 The certificate of registration is issued when NFRC CPS have certified compliance with these Terms and Conditions.

8.6 Certification will be effective from the date that NFRC CPS are satisfied that the required conditions have been met and all fees have been paid. Subject to continued compliance with these Terms and Conditions and scheme requirements, the company will remain certified.

## 9. CONDITIONS FOR CONTINUED CERTIFICATION

9.1 You are eligible for continued certification for as long as:

- i. NFRC CPS are satisfied that the Registered Contractor continues to comply with these Terms and Conditions published, updated and notified, by NFRC CPS to registered contractors; including increases to fees and the undertaking of surveillance requirements;
- ii. payment of all fees is made by the due date;
- iii. contact information for your company is kept up to date by the Principal Contact and any changes notified to NFRC CPS immediately;
- iv. maintain records for a minimum of ten years or longer if contractually agreed, inclusive of but not limited to; specifications, certificates, competence records and complaints;
- v. from the date of completion, maintain a mechanism on all roofing work to dwellings, via NFRC CPS, to offer financial protection for a minimum term of six years. The financial protection must honour the terms of the original registered contractor's warranty for both workmanship and products should they cease trading.



**9.2** The Scheme does not cover Third-Party Certification; therefore, any work not authorised and undertaken by the Registered Contractor will not be certificated by the Registered Contractor nor notified to NFRC CPS.

## **10. SUB-CONTRACTING**

**10.1** The Registered Contractor will not sub-contract work within the scope of the certification without first obtaining the agreement of the person ordering the work.

**10.2** You will permit the assessment of and accept full responsibility including any liability arising from work subcontracted to another party.

**10.3** Where the Registered Contractor sub-contracts work within the scope of certification, that work will:

- a) be carried out in its entirety by a Registered Contractor of NFRC CPS or
- b) be required to be self-certified only by the Certificated Business who sub-contracted the work to the sub-contractor.

**10.4** The Registered Contractor is responsible for ensuring the works any subcontractors they appoint undertake are compliant with:

- the Building Regulations
- manufacturer's recommendations
- applicable British Standards
- any other relevant standards or regulations applicable at the time of installation.

## **11. CHANGES TO CERTIFICATION**

**11.1** The Registered Contractor will give notice to NFRC CPS of any change to the certified company's details. Such notice will be given immediately or within a maximum of 30 days of any such change becoming effective. Following such notification, continued certification will be at NFRC CPS's discretion. Such changes include but are not limited to, changes of:

- legal constitution
- trading title
- address
- Principal Contact
- Nominated Competent Persons
- financial status
- other significant particulars
- declarations upon the basis of which Certification was granted

**11.2** Where, notwithstanding a change of legal constitution or trading title, the Registered Contractor remains unchanged in all other material respects, NFRC CPS may at our discretion grant a transfer of certification. The company to which certification is transferred will sign an undertaking that it will comply with these Terms and Conditions and accept full responsibility for the work within the scope of certification undertaken by the previous holder of the Certification. Where a partnership is dissolved, certification may be transferred to a new company comprising one or more of the former partners subject to the written agreement of all the former partners.

**11.3** Where, in NFRC CPS deem the changes are such that the conditions under which certification was granted are significantly affected, the registered contractor will, if NFRC CPS so require:

- i.** make a new application for certification;
- ii.** make facilities available, as required by these Terms and Conditions, for an additional assessment of the Company to confirm continued compliance;
- iii.** Where there is a significant change in the scope of work undertaken by the Company, the Company will notify NFRC CPS without delay and, if NFRC CPS so require:

- (i)** make a new application for certification;
- (ii)** make facilities available, as required by these Terms and Conditions, for an additional assessment of the Company to confirm continued compliance; or

**11.4** Where a Principal Contact ceases to be employed in that capacity, the Registered Contractor will advise NFRC CPS without delay and within 30 days of the change, provide a declaration on the form prescribed by NFRC CPS to confirm that a suitable replacement has been appointed.

**11.5** Where a Nominated Competent Person ceases to be employed in that capacity, the Registered Contractor will advise NFRC CPS without delay and, within 30 days of the change, provide a declaration on the form prescribed by NFRC CPS to confirm that all registered work is, and will continue to be, under the supervision of a Nominated Competent Person. A replacement

Nominated Competent Person accepted by NFRC CPS will be employed in that capacity within 120 days of the former Nominated Competent Person ceasing to be employed in that capacity.

**11.6** Fees and charges paid in respect of change of certification particulars, or a transfer of Certification are non-refundable.

**11.7** Where roof refurbishment work beyond the defined scope of registration, starts to be carried out or managed by the Registered Contractor, an application will be made to amend the scope of certification held by the Company.

## **12. SURVEILLANCE**

**12.1** In determining continued eligibility for certification, the Registered Contractor will be required to facilitate surveillance requirements as defined by NFRC CPS, based on the range, scope and geographical spread of the work undertaken.

**12.2** During surveillance, the Registered Contractor will produce to NFRC CPS's assessor the below and enable the assessment of the items referred to in Requirements for Certification:

- evidence of a current Health and Safety At Work Act 1974 poster on display;
- evidence of a documented complaints procedure and relating documentation;
- certificates of qualifications held by the Company's Nominated Competent Person and the company's roofing operatives;
- evidence to show how staff training is recorded, monitored and maintained;

- evidence of British Standards and manufacturers' recommendations relating to the registered roofing discipline of the Company;
- evidence of the Company's current method statement and risk assessment;
- evidence of the Company's current COSHH assessment;
- evidence of all Company accreditations held by the organisation.

**12.3** The Principal Duty Holder will be available for the head office assessment.

**12.4** Each Nominated Competent Person(s) being assessed will be present throughout the assessment.

**12.5** The Registered Contractor will also provide facilities for such assessments and will arrange access to the work selected for assessment. A minimum of one technical site inspection is required annually with additional inspections required per 50 works registered by the Contractor per annum.

**12.6** The Registered Contractor will provide access to records, demonstrating retention for a minimum of six years or longer if contractually agreed, inclusive of but not limited to; specifications, certificates, competence records and complaints.

**12.7** The cancellation by the Registered Contractor of two or more scheduled assessments will lead to a review of their certification, which could in turn lead to suspension and/or cancellation of certification.

**12.8** Where the Registered Contractor is found not to comply with the requirements of these Terms and Conditions, NFRC CPS will notify the Company of the non-conformity(ies), which may necessitate NFRC CPS carrying out further assessments. The Registered Contractor will be responsible for their own costs and for payment of NFRC CPS's fees for further assessments as may be determined and published by NFRC CPS. Where an NFRC CPS assessor identifies non-conformity(ies), the Registered Contractor will undertake appropriate remedial action within the timescales prescribed.



**12.9** Where the Registered Contractor fails to provide facilities for an assessment for which reasonable notice has been given or cancel an arranged assessment by giving less than 24 hours' notice, or fails to comply with the requirements for certification, the Registered Contractor will be responsible for payment of NFRC CPS's fees as may be determined and published by NFRC CPS.

**12.10** When requested by NFRC CPS, the Registered Contractor will provide access and facilities to allow for the attendance of internal and/or external parties such as the United Kingdom Accreditation Service (UKAS) to witness assessments carried out by NFRC CPS.

### **13. SUSPENSION OF CERTIFICATION**

**13.1** Companies can request to suspend their certification. This is termed voluntary suspension, this request will be reviewed against the scheme requirements prior to action and again upon request to lift this voluntary status.

**13.2** NFRC CPS may suspend, with immediate effect, your certification from the register of Certificated Contractors if it is shown to the satisfaction of NFRC CPS that the Registered Contractor has:

- i.** failed to make payment to NFRC CPS of the prescribed charges as required by these Terms and Conditions;
- ii.** failed to notify NFRC CPS of any change of Certification details;
- iii.** failed to provide surveillance facilities, as required;
- iv.** failed to accept surveillance requirements as prescribed by NFRC CPS;

- v.** sub-contracted work other than in accordance with these Terms and Conditions;
- vi.** failed to comply with Complaint Resolutions, including responding to communications, undertaking remedial action(s) within a specified timeframe(s), providing facilities for site inspection(s);
- vii.** multiple consumer complaints submitted to NFRC CPS;
- viii.** a complaint, against the Company regarding the technical standard of work undertaken by the registered contractor, which causes NFRC CPS concern;
- ix.** made any wilful misrepresentation in connection with their Certification;
- x.** knowingly or negligently created, or caused to be created, a risk to life or limb or a serious hazard through neglect of imposing relevant health and safety measures in relation to the works;
- xi.** carried out work below the standard required by the standards under which certification was granted;
- xii.** performed any act or behaved in a manner which, in our opinion, is contrary or prejudicial to NFRC CPS's code of conduct or reputation;
- xiii.** made use of the certificate of registration, trademarks, logos or certification marks in a manner which, in our opinion, is likely to bring NFRC CPS or the Scheme into disrepute;

- xiv. an inability to pay the Company's debts as they fall due, or the Company suspends making payment on any of their debts, or any action, legal proceeding or other procedure or step is taken in relation to the Company concerning the suspension of payments;
  - xv. in our opinion, changed the nature of your work or the Registered Contractor ceases to trade or if there are any changes in the ownership of your Company which affects the conditions under which the Registered Contractor was certified;
  - xvi. failed to appoint personnel as required by these Terms and Conditions;
  - xvii. committed any other breach of the obligations imposed by these Terms and Conditions;
  - xviii. failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed;
  - xix. carried out Third-Party Certification or used the scheme to notify to Building Control, work not completed by the Company.
- 13.3** Before moving to cancellation of certification, a review will be completed by NFRC CPS. Once NFRC CPS has confirmed the Company's breach of these Terms and Conditions, action will commence as advised in a cancellation notice provided to the Company.
- 13.4** A Company's Certification which is suspended will not be transferred to another company.
- 13.5** Notwithstanding the requirements of confidentiality and data protection, NFRC CPS may at our discretion make public the suspension of a Company's trading title from the Register of Certificated Contractors and advise of the Terms and Conditions that have been breached.
- 13.6** Suspension of certification will not affect any existing rights and/or claims by NFRC CPS against the Company and will not relieve the Company from fulfilling its obligations.
- 13.7** For whatever reason certification is suspended, the Company must immediately cease all use of certification marks, trademarks and certification logos.
- 14. CANCELLATION OF CERTIFICATION**
- 14.1** NFRC CPS may, at any time, remove your trading title from the Register of Certificated Contractors if a Registered Contractor fails to make payment of any fee(s), required by these Terms and Conditions, by the due date. The decision to remove your trading title from the register under these Terms and Conditions will be notified to the Company in writing and will be deemed to become effective at the expiration of 14 days after the recorded date of the communication unless a satisfactory explanation for the non-payment or payment is received.

- 14.2** NFRC CPS may, at any time, remove your trading title from the Register of Certificated Contractors if it is shown to the satisfaction of NFRC CPS that the Registered Contractor has:
- i.** failed to make payment to NFRC CPS of the prescribed charges as required by these Terms and Conditions;
  - ii.** failed to notify NFRC CPS of any change of certification details;
  - iii.** failed to provide surveillance facilities, as required;
  - iv.** failed to accept surveillance requirements as prescribed by NFRC CPS;
  - v.** sub-contracted work other than in accordance with these Terms and Conditions;
  - vi.** failed to comply with Complaint Resolutions, including responding to communications, undertaking remedial action(s) within a specified timeframe(s), providing facilities for site inspection(s);
  - vii.** multiple consumer complaints submitted to NFRC CPS;
  - viii.** a complaint, against the company regarding the technical standard of work undertaken by the Registered Contractor, which causes NFRC CPS concern;
  - ix.** made any wilful misrepresentation in connection with your certification;
  - x.** knowingly or negligently created, or caused to be created, a risk to life or limb or a serious hazard through neglect of imposing relevant health and safety measures in relation to the works;
  - xi.** carried out work below the standard required by the standards under which certification was granted;
  - xii.** performed any act or behaved in a manner which, in our opinion, is contrary or prejudicial to NFRC CPS's Code of Conduct or reputation;
  - xiii.** made use of the certificate of registration, trademarks, logos or certification marks in a manner which, in our opinion, is likely to bring NFRC CPS or the Scheme into disrepute;
  - xiv.** an inability to pay the Company's debts as they fall due, or the Company suspends making payment on any of their debts, or any action, legal proceeding or other procedure or step is taken in relation to the company concerning the suspension of payments.
  - xv.** in our opinion, changed the nature of your work or the Registered Contractor ceases to trade or if there are any changes in the ownership of your Company which affects the conditions under which the Registered Contractor was certified;
  - xvi.** failed to appoint personnel as required by these Terms and Conditions;
  - xvii.** committed any other breach of the obligations imposed by these Terms and Conditions;
  - xviii.** failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed;
  - xix.** carried out Third-Party Certification or used the scheme to notify to Building Control, work not completed by the Company.

- 14.3** Before deciding whether to remove your trading title from the Register of Certificated Contractors, NFRC CPS will inform the Registered Contractor of the alleged breach(s) of these Terms and Conditions in writing and afford the Company an opportunity to offer an explanation within 14 days of the date of such notification. The review of the explanation will be made within a reasonable time following receipt, or if no such explanation is given, a decision will be made, and the removal process will continue.
- 14.4** With the exception of removal from the register for non-payment, a decision to remove a company's registered trading title from the register under these Terms and Conditions will be notified to the Company promptly in writing. After the expiration of 21 days from the date of the notification of the decision, the Company's trading title will be removed from the register.
- 14.5** A certificate of registration which is removed will not be transferred to another company.
- 14.6** Any resignation of a certified company must be made to NFRC CPS in writing by the Company.
- 14.7** Notwithstanding the requirements of confidentiality and data protection, NFRC CPS may at our discretion make public the removal of a registered company's trading title from the Register of Certificated Contractors and advise of the Terms and Conditions breached.
- 14.8** Cancellation of certification will not affect any existing rights and/or claims that NFRC CPS may have against the Company and will not relieve the Company from fulfilling their obligations accrued prior to cancellation.
- 14.9** For whatever reason certification is suspended, the Company must immediately cease all use of certification marks, trademarks and certification logos.
- ## **15. COMPLAINT RESOLUTION**
- 15.1** When NFRC CPS receives a complaint alleging that the standard of work, undertaken by the Registered Contractor and within the scope of their certification, is below that required by the Scheme, the Registered Contractor will co-operate with our Complaint Resolution process, including investigation, response to communications, the sharing/return of documentation, attending site inspections and payment of associated costs incurred within the timescales set by NFRC CPS.
- 15.2** If deemed necessary, the Registered Contractor will be expected to accept a site inspection from a selection of dates given to the Registered Contractor by NFRC CPS. To facilitate NFRC CPS's site inspection(s), the Registered Contractor will need to provide access to the work to be inspected and provide all documentation relating to the work. The Qualified Supervisor or Principal Contact, where appropriate, will be present at these site inspections. The complainant or their representative is entitled to be present during such site inspections, but no other person will be present without prior agreement by NFRC CPS.
- 15.3** NFRC CPS may at our discretion facilitate a site inspection without your attendance when investigating a complaint.

**15.4** As a result of site inspections, if it is shown to NFRC CPS's satisfaction that the standard of the Registered Contractor's work, included in the scope of your certification, is below that required by the Scheme, the Registered Contractor will at their own expense, take remedial action within the specified timescales set by NFRC CPS.

## **16. USE OF NFRC CPS DOCUMENTS, TRADEMARKS, REGISTRATION MARK, LOGOS AND CERTIFICATE OF REGISTRATION**

**16.1** The Registered Contractor is entitled to a certificate of registration incorporating a certification number and, for so long as the Company is certified, to advertise that fact.

**16.2** The Registered Contractor will, at all reasonable times, be prepared to produce their certificate of registration for assessment by NFRC CPS upon request.

**16.3** All rights, title and interest in NFRC CPS documents, trademarks, certification mark and logos including any reputation and goodwill as may accrue as a result of use of our documents, Trademarks, Registration Mark and Logos by You is reserved to and will belong absolutely to Us.

**16.4** Subject to the conditions set out in these Terms and Conditions, the Registered Contractor is granted a non-exclusive licence to use NFRC CPS documents, trademarks, registration mark and logos in relation to their certificate of registration for as long as the Company remains on the register.

**16.5** The Registered Contractor will not use NFRC CPS documents, trademarks, registration mark or logos in conjunction with any trading name other than the trading title registered with NFRC CPS.

**16.6** The Registered Contractor will use NFRC CPS documents, trademarks, registration mark and logos only at the head office or branches that are on the Register of Certificated Contractors. NFRC CPS documents, trademarks, registration mark and logos may not be used in connection with a branch from which work included in the scope of your certification is not carried out.





**16.7** Registered Contractors are permitted to use advertisements, company stationery, invoices, certificates or report forms etc. bearing the NFRC CPS trademarks, registration mark or logos that the Company is approved by NFRC CPS for work included in the scope of their certification.

**16.8** NFRC CPS may issue further binding instructions on the use of its documents, trademarks, registration mark and logos from time to time. The Registered Contractor will comply with any such instructions.

**16.9** Registered Contractors will refer to the NFRC CPS Brand Guidelines for instructions on how its trademark, registration mark and logos will be used by the Registered Contractor.

## **17. MISUSE OF OUR DOCUMENTS, TRADEMARKS, REGISTRATION MARK, LOGOS AND CERTIFICATE OF REGISTRATION**

**17.1** When offering to undertake work not included within the scope of the Registered Contractor's certification, the Registered Contractor will not imply by the use of advertisements, company stationery, invoices, certificates or report forms etc, bearing NFRC CPS trademarks, logos or registration mark that the company is approved by NFRC CPS for that work.

**17.2** If a Registered Contractor's trading title is removed from the Register of Certificated Contractors their license to use NFRC CPS trademarks, certification mark and logos will cease with immediate effect; registered contractors will:

- i.** retain no rights to use NFRC CPS trademarks, registration mark and logos;
- ii.** cease all use of NFRC CPS trademarks, registration mark and logos with immediate effect;
- iii.** not use, display, or permit to be used or displayed any reproduction, print or replica of NFRC CPS trademarks, registration mark and logos in any form or on any material;
- iv.** not exhibit or allow your certificate of registration to be exhibited anywhere;
- v.** immediately destroy your certificate of registration;
- vi.** not use NFRC CPS trademarks, registration mark or logos in any manner or for any purpose, nor will the Registered Contractor in anyway represent themselves as being registered.

## **18. APPEALS**

**18.1** Registered Contractors may make an appeal against any decision made by NFRC CPS relating to NFRC CPS's certification activities, excluding non-payment of fees. The grounds for appeal must be sent to NFRC CPS, in writing, within 14 days of the date of the notification of the decision.

**18.2** NFRC CPS will make a ruling within a reasonable time scale on the appeal submitted. No person who participated in making the decision being disputed will participate in our consideration of the appeal.

**18.3** If the Registered Contractor does not accept NFRC CPS's ruling, the Registered Contractor may make a final written appeal which will be heard by an appeals committee. The appeal and grounds for appeal including all supporting documentation must be sent to NFRC CPS, within 28 days of the date of the notification of the ruling.

**18.4** The appeal committee will be made up of individuals who have had no prior involvement with the decision under appeal and NFRC CPS will notify the Registered Contractor of the composition of the appeal committee as soon as practical after they have been appointed. The appeal committee will have full powers to:

- i. uphold the appeal and either to reverse or modify the decision appealed against, subject to any conditions that the appeal committee may apply;
- ii. reject the appeal;
- iii. in the absence of any order by the appeal committee to the contrary, each party will bear its own costs.

**18.5** The decision of the appeal committee will be final, conclusive and binding on NFRC CPS and the Registered Contractor. Full details of the appeals process is outlined within NFRC CPS's complaints and appeals process which is available on our website or upon request.

## **19. CONFIDENTIALITY**

**19.1** All information acquired and held by NFRC CPS in respect of the Registered Contractor and the Company, other than that published on the Register of Certificated Contractors, will be held by NFRC CPS in confidence, except as required by an accreditation body, by law, by Government, or to confirm compliance with these Terms and Conditions. Information acquired will not be disclosed by NFRC CPS to other third parties without the prior written agreement from the Registered Contractor.

**19.2** Information acquired may be shared between NFRC Limited's trade body and NFRC CPS when a Registered Contractor is jointly registered with both organisations.

**19.3** Information acquired may be shared between Trustmark and NFRC CPS when a Registered Contractor is jointly registered with both organisations.

## **20. DATA PROTECTION**

**20.1** NFRC CPS will handle your data in accordance with UK GDPR Legislation. Data will be stored for certification and registration purposes.

**20.2** NFRC CPS may keep and use personal data (such as contact details) about officers, the Company and employees of the Company for all purposes that NFRC CPS require to ensure compliance with the Terms and Conditions, including, but not limited to, the disclosure to third parties of the identity of such employees.

**20.3** Unless the Company and employees of the Company request otherwise, NFRC CPS may authorise the dissemination to such persons of sales and marketing materials relating to any services that NFRC CPS believe would be of a legitimate interest to the company. Such dissemination may be made by NFRC CPS or by other persons authorised by NFRC CPS. For details of how you can update your personal communication preferences via our website at <https://nfrccps.com/privacy-policy>.

**20.4** NFRC CPS reserve the right to conduct a credit check on your company.

## **21. CONDUCT**

**21.1** NFRC CPS expect registered contractors to abide by the NFRC CPS Code of Conduct, details of which can be obtained upon written request and can also be found at <https://nfrccps.com/code-of-conduct>.

## **22. LAW AND JURISDICTION**

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

**22.2** The parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.





ROOFING  
COMPETENT  
PERSON  
SCHEME

 NFRC

**NFRC Competent Person Scheme**

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