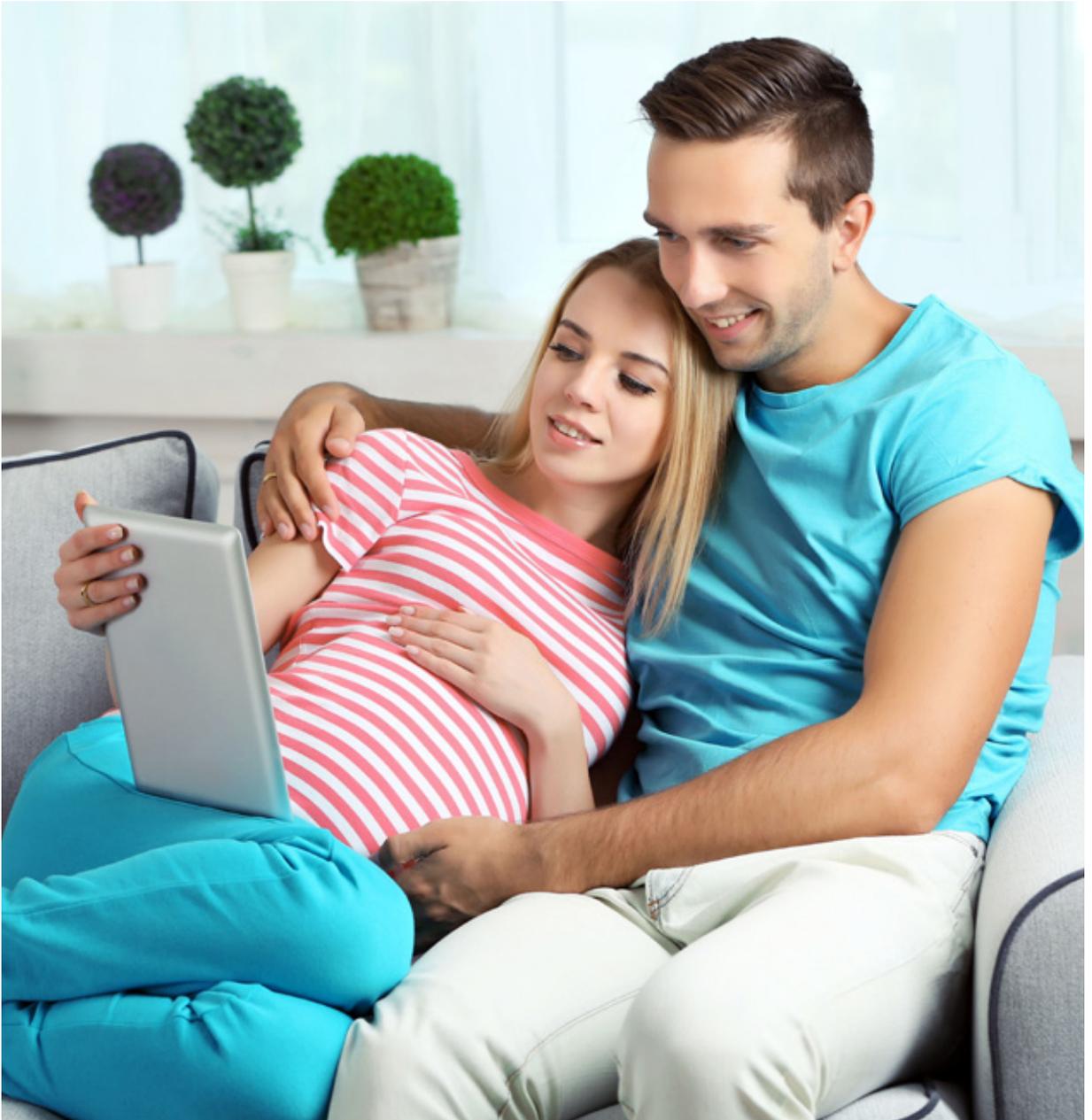


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CONSUMER GUIDANCE
JULY 2015

GGF Consumer Code of Good Practice



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SECTION 1

Scope

- 1.1** This consumer code covers the activities of code member companies with respect to all aspects of business with consumers, either direct or through sales showrooms, from the initial promotion to after sales service.
- 1.2** This consumer code covers the above activities with regard to home improvement products, including but not limited to glazing, replacement windows and doors, conservatories, roofline, driveways, flat roofing, plus renewable energy products (specifically small scale heat or power generating systems).
- 1.3** It is mandatory for code member companies to comply with this Consumer Code of Good Practice at all times when dealing with consumers. For this code a consumer is defined as a private individual who has personally entered into a contract with a code member, and is acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.
- 1.4** Code members are to make consumers aware of this code via advertising, leaflets, information on their own website, or a link to the consumer leaflets section of publications featured on the GGF website www.ggf.org.uk, where a free copy of the code may be downloaded.

SECTION 2

Core Principles

2.1 Advertisements will be legal, decent, honest and truthful.

They will comply with the requirements of the Advertising Standards Authority.

They will comply with all other relevant statutory requirements, such as the Consumer Protection from Unfair Trading Regulations 2008, the Companies (Trading Disclosures) Regulations 2008 and the Consumer Credit (Advertisements) Regulations 2004 (as amended).

Code members are to ensure that advertisements displayed on their websites contain correct and accurate information.

2.2 The company will give the consumer clear, helpful and adequate sales information.

They will do their best to help the consumer understand what they can expect if they enter into a contract with the company. The salesperson should encourage the consumer to ask questions and ask for more information if they are in any doubt. Members will have a range of literature available explaining their products, including leaflets from the GGF.

2.3 Telephone canvassing

If the company undertakes unsolicited telephone canvass calls, they will ensure that such calls are not made to consumers registered with the Telephone Preference Scheme and will do so by having in place screening mechanisms to prevent that contact, unless explicitly invited to call by a consumer.

When making unsolicited telephone canvass calls, the company will provide the correct Calling Line Identification (i.e. a valid telephone number which is not premium rate) to which the consumer may make a return call.

Members will also comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003, following the Guide issued on this by the Information Commissioner's Office ([HYPERLINK "http://www.ico.org.uk"](http://www.ico.org.uk) www.ico.org.uk).

2.4 Direct mail

If the company undertakes direct mail, they will be registered as a member of the Mailing Preference Scheme for protection of consumers and will abide by its rules.

2.5 Door to door canvassing

If the company undertakes door to door canvassing, they will support the Trading Standards "no cold calling stickers" initiative, and will abide by a statement by consumers not to be door canvassed when they display the Trading Standards sticker on their door, or display any other clearly worded notice that they do not wish to be door canvassed.

If a consumer lives in a properly established, maintained and clearly signed "no cold calling zone" or "cold calling control zone" then the company must not door canvass in such zones. Where a door canvasser inadvertently enters a "no cold calling zone" and this is pointed out then they should apologise and leave immediately.

2.6 Vulnerable consumers

A separate detailed Guide to dealing with vulnerable consumers is issued to code members. A short summary is listed below.

Companies will take the necessary effort and time to make sure that vulnerable consumers understand all aspects of signing a contract for goods and services. Where appropriate, members must suggest the involvement of a trusted friend or relative.

SECTION 2

Core Principles

Vulnerable consumers are those whose circumstances put them at risk of making an incorrect or inappropriate decision, or who are at risk of receiving inferior goods or services. Vulnerable consumers include but are not limited to those:

- With a physical (or mental) disability or health problems
- Who are elderly
- With poor literacy or numeracy skills
- Who are purchasing something at a time of particular stress or distress
- Whose first language is not English, and English is the only language in which sales material is available

In addition, companies are prohibited from generating sales enquiries or new orders from the creation, obtaining, distribution, maintenance or use of lists of specific consumers that are susceptible to responding to cold calling approaches.

2.7 Contracts are fair and clear

Contracts will comply with the Unfair Terms in Consumer Contracts Regulations. Consumers are welcome to ask for an explanation of any part of it which they do not understand, however the Member is to offer consumers an explanation of the contract terms, both pre-contract and after the sale.

2.8 Customer service – dealing effectively with enquiries from consumers

Companies must have efficient user-friendly procedures in place to ensure that any enquiries from consumers are dealt with speedily and effectively. The initial response or acknowledgement to the consumer's enquiry is to be within two weeks from when the enquiry is received.

2.9 Companies will have an effective complaints handling system

The GGF would like all consumers to be satisfied with the service of member companies. However, if the consumer is not they should contact the company using the details that the company has provided to them. The company will do its best to sort out the problem.

Companies will initially respond to or acknowledge the consumer's complaint within two weeks from when the complaint was received.

Companies must publicise to consumers key elements of their accessible complaints handling system in their point of sale, pre-contract material and contractual material. The key elements must include:

- Full written contact details
- Any reasonable information the consumer must provide
- Reasonable timescales for dealing with and agreeing what the resolution of the complaint is
- Details of the GGF's conciliation scheme in the unlikely event that the company is unable to resolve the complaint with the complainant

Consumers may need the assistance of others with more expertise and experience of dealing with a complaint. Companies must therefore provide the same level of cooperation to an intermediary (for example, a consumer advisory body) who acts on behalf of a complainant who has their authority as they would offer to the complainant themselves.

SECTION 2

Core Principles**2.10 Unresolved complaints**

In the unlikely event that the company is not able to resolve the consumer's problem, the consumer or company can approach the Conciliation Manager at the Glass and Glazing Federation at 54 Ayres Street London SE1 1EU, who have a free conciliation scheme. Details can be sent by post or by email to conciliation@ggf.org.uk.

If a complaint is not able to be resolved by the Federation's Conciliation Scheme, then a low-cost independent alternative dispute resolution service is available. The consumer may choose to opt for this service when at least 56 calendar days have elapsed since their complaint was first raised.

The Federation offers this service through a fair and impartial Glazing Arbitration Scheme operated by the Centre for Effective Dispute Resolution (CEDR). Details of this scheme and cost are available from the GGF Conciliation Manager or email conciliation@ggf.org.uk, with the cost also available on the GGF consumer website www.myglazing.com under the section "Resolving a dispute". The scheme shall be able to take into account possible breaches of this Consumer Code of Good Practice where relevant to the complaint.

2.11 Core principle

All code member companies will conduct and operate to the standards described in this code and in other consumer leaflets provided by the GGF. The member company must assist the GGF with any issues raised by any of the member's customers.

SECTION 3 The Sale

3.1 Customer relations

Sales staff of member companies will treat consumers with respect and courtesy at all times and will behave in a manner which reflects the integrity of the GGF. Sales staff will always produce evidence of identification.

3.2 Advice to customers

Companies will give consumers the best advice they can about their product range with regard to their needs and the various choices available. Consumers should be encouraged to ask for more information if they are in any doubt.

3.3 Pre-contractual information

Companies must make accurate and adequate pre-contractual information available to consumers that enables them to make an informed purchase decision.

The pre-contractual information given must comply with the Consumer Contracts Regulations 2013 and must include as a minimum:

- Information about the main characteristics of the products
- Details of the trader's name and geographical postal address
- Information on key contract terms
- Pricing information showing the total price and a breakdown where appropriate, showing VAT charges, any credit charges by compliance with the Consumer Credit Act, and any other costed items and whether optional or mandatory
- Information about delivery and payment

- Information about withdrawal or cancellation rights
- Information about complaint procedures
- Information about after-sales procedures and telephone helplines
- Information about security of deposit and stage payments by the GGF Deposit Indemnity Scheme

Pre-contractual information must be available in writing and provided to consumers on request.

The salesperson must check that the consumer understands the contract and answers any questions they may have about the contract before signing, including any issues relating to credit.

3.4 Promotion of products and services

Companies will promote their products and services based on their strengths and not on their competitors "weaknesses".

3.5 Sales presentations in consumers' homes

It is recognised that modern home improvement products and renewable energy products have varying degrees of efficiency, insulation and quality, and are complex goods. The Federation therefore requires that companies must take the appropriate time and effort to fully explain and discuss with consumers the products on offer and the various choices available within those products. This will enable the salesperson to answer all queries that consumers may have in order that they may make an informed decision.

SECTION 3 The Sale

It is however important that the salesperson must not outstay their welcome. Where the sales presentation or price negotiations need to be extended past a period of four hours, then the salesperson will record the consumer's agreement and the reason why to stay longer, or respect a request from the consumer to return on a later date to complete them. Similarly, the consumer will respect a request from the salesperson to suspend the visit and return on a later date.

In addition, the time of day of the presentation must be taken into account, so a presentation may need to be suspended due to meal time or bedtime in the consumer's home depending on the circumstances. In these cases, the four hour time limit may not be appropriate.

3.6 Companies must not use any high-pressure selling techniques

Companies must not engage in any high pressure selling techniques whilst dealing with consumers in their own homes. Examples would be:

- Repeatedly visiting or contacting a consumer, even if they have indicated that they do not want the goods or services on offer
- Refusing to leave a consumer's home when asked; the company's salesperson must leave immediately in such cases
- Claiming that the salesperson faces financial difficulty or will lose their job if they don't achieve a sale
- Stating inflated prices for goods and services above those of the company's price list, then offering discounts or "special one day offer prices" which are not true; only genuine discounts agreed by the company must be applied

- Befriending vulnerable consumers in order to sell them goods or services at a later date
- Frightening consumers into buying goods or services by telling them that they are at risk unless they buy the company's goods or services, when they are not
- Making false or misleading energy saving claims
- Making false statements that the company is affiliated to Police or Local Authority initiatives when they are not
- Exerting pressure on the consumer to waive their right to a cooling-off period

3.7 Cancellation of contracts:

Cancellation of contracts negotiated by distance or away from business premises

- The consumer has the right to cancel the contract if he/she wants to:-
- Products such as windows which are made to measure and to the consumer's specific options and requirements are exempt from the right to cancel under the Consumer Contracts Regulations 2013. However under this Consumer Code the member company will provide the consumer with a right to cancel without charge up to 7 calendar days after the date of the contract
- Products which are not made to measure – in addition to the right to cancel without charge up to 7 calendar days from the date of contract, the consumer has a right to cancel the contract up to 14 calendar days after the date of delivery.
- This right can be exercised by delivering or sending a cancellation notice to the company within the time periods indicated.

SECTION 3 The Sale

- The consumer may use the cancellation form provided with the contract if they so wish
- The notice of cancellation is deemed to be served as soon as it is posted or sent; or in the case of an electronic communication from the day it is sent
- The consumer may be required to pay for the goods or services supplied if the performance of the contract has begun with the consumer's express written agreement before the end of the cancellation period
- Any related credit agreement will be automatically cancelled if the contract for goods or services is cancelled

Cancellation of contracts negotiated on business premises

There are no statutory cancellation rights for consumers when buying on business premises. The consumer should therefore refer to the specific clause in their contract with the company.

3.8 Security for deposits

If the consumer pays the company a deposit or stage payments, these will be protected by the GGF's Deposit Indemnity Scheme via GGF Fund Ltd, on the terms set out in a leaflet available from the GGF, or this can be viewed in the "Free Deposit Protection" section of the GGF's consumer website www.myglazing.com.

The company must make the consumer aware of this deposit protection as part of pre-contractual information.

3.9 Financial commitment

Company sales staff will do their best to ensure that consumers understand the financial commitment they are taking on when they sign a contract with a company. The consumer must be made aware of the full costs of the order to check that they can afford it. Consumers should not hesitate to ask any questions if they are in any doubt.

Companies offering credit finance to consumers will be registered with the Financial Conduct Authority (FCA), and comply with the Consumer Credit Act and with FCA Rules.

3.10 Disclosure of confidential information

Companies will not disclose or make use of any confidential information that consumers give them, without their express consent (or to comply with Section 35 of the DPA 1998 "Disclosures required by law or made in connection with legal proceedings etc").

3.11 Sales of renewable energy products

Companies which sell renewable energy products (specifically small scale heat or power generating systems) must be MCS (Microgeneration Certification Scheme) certified. The MCS covers the technical and process standards for installers of small scale heat and power generators, and such standards for the products themselves.

In accordance with MCS Microgeneration Installation Standard MCS 001, companies must provide consumers with system performance predictions for the products prior to a contract being signed. In addition, it is important for companies to understand the financial incentives (such as feed-in Tariffs for Solar PV) available in this market, how they apply in specific situations, and give consumers the correct advice.

SECTION 4 The Survey

4.1 Date of survey

The company will carry out the survey as soon as possible, and this should be within three weeks of the contract being signed. However, it is to be noted that this period is not a condition of the contract between the company and the consumer.

4.2 Existing defects

When the company carries out the survey at the consumer's property, their surveyor may find preparatory additional work that will have to be dealt with before the contract can be carried out.

4.3 Cost of additional work found to be required at survey

If the company is able to carry out the preparatory additional work themselves, they will quote for doing so. If the consumer is not prepared to pay the company's price for the remedial work, they should seek alternative quotes and consider having it carried out by someone else before they proceed with their contract with the company.

SECTION 5 Product(s)

The product(s) will be manufactured to, and with materials in accordance with the specifications laid down in the relevant Building Regulations, British, European and GGF standards.

Where replacement windows are involved, the company will also draw the consumer's attention to the absence of means of fire escape and ventilation, and have in their product range opening windows, which will provide this.

For installations of renewable energy products (specifically small scale heat or power generating systems), MCS-certified products must be used.

SECTION 6

The Installation

6.1 Date for installation

The company's contract with the consumer will contain either an anticipated start date, or an anticipated delivery time. A mutually convenient start date or delivery time will be agreed with the consumer when it is known when the products will be manufactured and available.

The company will give the consumer as much advance notice as possible of any significant delay to the anticipated start date or delivery time, discussing any reasonable alternative delivery or installation arrangements as may be requested by the consumer.

6.2 Failure to start on time

If the company is unable to start the contract by the anticipated start date, (unless caused by circumstances beyond their control) the consumer should refer to the specific clause in their contract with the company.

6.3 Standard of work

The goods shall be installed in accordance with the relevant Building Regulations, British and European standards, or, where these do not exist, with GGF trade standards. Examples would be the GGF Good Practice Guide for the Installation of Replacement Windows and Doors, and the GGF Good Practice Guide to the Installation of Conservatories.

Installations of renewable energy products (specifically small scale heat or power generating systems) must meet the relevant installer standards of the MCS (Microgeneration Certification Scheme) or equivalent. Code member companies must be certified to these MCS standards.

6.4 Health and Safety

Work will be carried out in accordance with the company's health and safety policy, and in accordance with any recognised trade procedures relating to the work, examples would be the GGF Code of Practice for Window Installation Safety and the GGF Code of Practice for Working at Heights.

At all times, care must be taken to ensure that householders/members of the public are not exposed to any form of hazards generated during any works controlled by the company. The use of signs and barriers should be considered as a minimum requirement. In addition householders should be requested to keep themselves and especially children clear of the area.

When glass is stored temporarily on domestic premises, it must be covered over and secured if left or the storage area protected to prevent people and especially children from being able to approach it, and the consumer advised of the danger.

The movement of the consumer's property to gain access to the work area should be avoided, particularly heavy or fragile items. The installer should request the consumer, where reasonable, to move items to allow safe access to the work area. All waste, particularly broken glass, should be cleared from the work area regularly at the end of the day, and the property left in a clean and tidy condition.

SECTION 6

The Installation

6.5 Existing defects

When the company carries out the installation their installers may find unexpected associated work required to the consumer's property that will have to be dealt with before they can continue. An example would be the discovery of dry rot when the windows are removed.

The company will discuss with the consumer the nature of the unexpected associated work, how it could not have been foreseen before installation, and how the associated work will need to be dealt with in order that the installation may continue.

6.6 Damage

The company shall take every reasonable precaution to protect the consumer's property and possessions, and will carry insurance in case anything is accidentally damaged by them.

It is recommended that the consumer removes anything that has monetary or sentimental value to a safe place.

6.7 Feedback from consumers

Code Members welcome feedback from consumers on the quality of the products and service provided. Consumers can provide this feedback via the GGF's consumer website www.myglazing.com on the Member company's profile page, and via the company's own feedback questionnaire system if they operate one.

SECTION 7

The Guarantee**7.1 Statutory rights**

The company's guarantee does not take away or diminish the consumer's statutory rights.

(Consumers requiring information or advice on their statutory rights may wish to contact the Citizens Advice helpline on 03454 040506, or visit their website www.adviceguide.org.uk.)

7.2 Period and details of guarantee

The company must provide the consumer with clear and accurate details of the guarantee, including the period of the guarantee and the conditions attached.

7.3 Transfer of guarantee

If the consumer moves house, the unexpired period of the guarantee can be transferred to the new owner on the terms stated in the consumer's contract with the company. The company may ask to inspect the installation before agreeing to the transfer, to ensure that it has not been neglected or misused; and they may charge a reasonable transfer fee and inspection fee.

It is in the interests of the new owner, or solicitors acting on that person's behalf, to contact the company at an early stage in the buying process.

7.4 Insurance backed guarantee

Except in the case of repair work, the company must inform the consumer whether an insurance policy is available to provide service under the guarantee should the company cease to trade before the expiry of the guarantee period.

Some products will automatically benefit from an insurance backed guarantee, and the company must explain to the consumer exactly which these products are.

Other products will not automatically benefit from an insurance backed guarantee, and the company will offer the consumer the opportunity of buying an insurance policy to provide service under the guarantee should the company cease to trade before the expiry of the guarantee period. It is the consumer's choice whether to purchase such an insurance policy, however it is recommended by the Federation that the consumer should do so.

The company must make it clear which insurance broker provides this insurance backed guarantee.

7.5 Additional optional warranties

Where a company offers additional optional chargeable warranties they must clearly explain the nature, key elements and cost of them to consumers.

Companies must not use high-pressure selling of additional warranties, nor misrepresent their costs, coverage or the benefits they provide.

SECTION 8

Effective training for staff of code member companies

Companies must provide relevant and effective training to make sure that their staff understand the provisions of this code, and their own legal obligations to consumers and responsibilities under the code. Refresher training must be provided when the training needs to change in response to incidents that arise, consumer feedback or new legislation.

SECTION 10

Use of Logos**10.1 The Trading Standards "TSI Approved Code" Logo**

Code member companies must comply with the terms of the copyright licence that govern the use of the logo.

10.2 The GGF Consumer Code Logo

This logo will be used by code member companies in line with guidelines issued by the GGF Marketing and Communications Department.

SECTION 9

Performance monitoring of this Code

The Federation will ensure that this Consumer Code of Good Practice is effective by carrying out compliance and performance monitoring of code member companies.

SECTION 11

Membership of the Code**11.1 Eligible Members**

Code member companies must be a Member of the GGF as well as being a code member.

11.2 Discipline and Sanctions of Code Members

If a code member commits a material or persistent breach of this Code, then the GGF Finance and Membership Committee will determine and apply the appropriate sanction in accordance with the Rules of the GGF.

Consumer Code of Good Practice
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