

Certified
Installer

VELUX®

VELUX Certified Installer Partnership **Code of Practice**



TRUSTMARK
Government Endorsed Quality

VELUX is a leading manufacturer and supplier of roof windows, modular skylights, sun tunnels, flat roof windows, blinds and shutters.

With 17 manufacturing companies in 9 countries, and sales companies in 40 countries, we employ more than 10,000 people globally.

Our mission is to create better living environments for people around the world, using daylight and fresh air. Our products help create bright, healthy, energy-efficient places in which to live, work, learn and play.

For homeowners the scheme offers an immediate means to source reputable, independent and quality-assured installers. If an installer displays the VELUX Certified Installer logo, homeowners can rest assured that works provided will be approved to VELUX standards. All our Certified Installers must comply with stringent and regular checks and assessments by independent industry experts.

For installers the scheme is an opportunity to join a select group of VELUX accredited installers. Members benefit from dedicated support and technical advice, homeowner leads, enhanced VELUX Rewards, branded workwear, training and other benefits including branded marketing.

Membership accreditation is issued by VELUX and provided through our membership operations partner Diversity Management Services. Membership subscription is on an annual basis and is subject to VELUX application and assessment criteria. Following accreditation, members must comply with the terms and conditions of the scheme's Code of Practice as set out in this document.



1 Definitions

For the purpose of establishing a VELUX Certified 'Code of Practice' the following definitions shall apply:

- 1.1 'VELUX' - is registered as VELUX Company Ltd. in Scotland (Company number 70286) at Woodside Way, Glenrothes, Fife, KY7 4ND.
- 1.2 'Customer' - the customer for whom the work is being estimated, quoted and/or provided for.
- 1.3 Diversity Management Services – the business which manages the Scheme: VELUX Certified Installer Partnership, Diversity House, 72 Nottingham Road, Arnold, Nottingham NG5 6LF.
- 1.4 '14 day cooling off period' - the 14 day right to cancel made available to the Customer following confirmation of a quotation and when a contract is made. The right to cancel is excluded where those works required are urgent repairs and/or maintenance works, or when otherwise agreed by the Customer. E.g. a right to cancel clause has been inserted into a quotation where otherwise the right would not exist, or conversely where a Customer has waived their right to cancel by agreeing to such a waiver in the quotation and/or contract.
- 1.5 'Member' – a Member of the Scheme.
- 1.6 'Installation Works' – works carried out by a Member in relation to the installation of VELUX products and systems.
- 1.7 'Quotation' – written price for VELUX Works provided by a Member, in accordance with the Specification.
- 1.8 'TrustMark' - is registered as Trustmark Group Ltd. in England (Company number 09849487) at Arena Business Centre The Square, Basing View, Basingstoke, Hampshire, England, RG21 4EB.
- 1.9 'Scheme' – the VELUX Certified Installer Partnership.
- 1.10 'Specification' – a detailed description of the quantity and type of Installation Works requested for installation by the Customer.
- 1.11 'Reparation Works' – remedial works required to correct failed, inappropriate or not fit for purpose works, as deemed so and requested by VELUX and/or Diversity Management Services.

2 Quotations

- 2.1 All prices quoted must clearly detail what costs are included in the job (e.g. call out charges, travel charges, labour and materials). No hidden additional costs are to be applied.
- 2.2 Any room preparation (e.g. the removal and replacement of furniture) to be provided by the Customer or the Member must be confirmed before works commence and included in the detail of the quotation.
- 2.3 When members provide quotations through the current optional insurance scheme or after the introduction of the mandatory insurance scheme, as per clause 3.20, they must not itemize the cost of the insurance separately but include it in the body of any quote provided. In doing this, this ensures the member is complicit with the Financial Services Authority (FSA) Regulation.
- 2.4 It must be clear whether a quote or an estimate is being supplied - a quotation is a binding agreement as to the price; an estimate is subject to confirmation or change.
- 2.5 Payment terms must be made clear to the Customer before any work is undertaken.
- 2.6 Advance payment or deposit must be limited to cover the purchase of materials or other services and must not be to cover your labour until the work has been completed to the homeowner's satisfaction.
- 2.7 Quotations provided are to be valid for a minimum period of 30 days.
- 2.8 All quotations and estimates are to be provided in a written format.
- 2.9 Members must respond to a Customer's request for a quotation within 48 hours of receiving the request.
- 2.10 A visit to a Customer's home for the purpose of providing a quotation must be made within 7 days of the initial Customer contact.
- 2.11 Customers are to be invoiced within 14 days of works being completed.
- 2.12 When a job has been agreed to be undertaken within 14 days, the Customer's right of the '14 day cooling off period' must be respected unless a 'right to cancel' clause has been inserted in any quotation or estimate and the Customer has waived their rights by agreeing to the said inserted clause.
- 2.13 Should a contract be cancelled at no fault of the Customer, the Member shall refund any deposit or pre-payment in full and promptly following cancellation, less any direct costs incurred.
- 2.14 If requested by a Customer, Members must supply at least two references. These can be the same references as supplied to VELUX upon application to the Scheme.

3 Customer service and conduct

- 3.1 Members must behave in a courteous and professional manner with Customers at all times.
- 3.2 No visit should be undertaken without first confirming a mutually convenient time with the Customer.
- 3.3 Doorstep selling (cold calling) is not allowed. Homeowners must have instigated the request to call or visit.
- 3.4 Members are to provide their contact details to a Customer at the first point of communication.
- 3.5 Members must arrive to appointments at the date and time agreed with the Customer.
- 3.6 Initial contact with the homeowner (acknowledgement) must be made within 48 hours of original contact from the homeowner or within 48 hours of the lead referral made by VELUX.
- 3.7 In the event that a Member is running late for an appointment they must inform the Customer accordingly. Members must keep the Customer informed of any revisions to their estimated time of arrival.
- 3.8 Members must be smart in appearance, friendly but in a professional manner.
- 3.9 Members must not be aggressive or argumentative, which may lead to the loss of the TrustMark licence and Member status. In such cases this will be strictly at the discretion of Diversity Management Services.
- 3.10 Members are to provide Customers with an agreed start date and estimated completion date for the Installation Works provided.
- 3.11 Members are to install suitable protective coverings to any surface in a Customer's home that is exposed to work activity, dust or risk of damage. Any such surfaces are to be protected at all times.
- 3.12 Members should be wary of dust marks and the transfer of dust when moving around a Customer's property. Counter measures to prevent dust marks, such as the application of dust sheets and/or suitable protective covers, should always be made.
- 3.13 When tidying up Members should remove all excess dust and wash all tools externally, unless it is not possible to do so. All waste should be removed prior to departure.
- 3.14 Upon completion of the job any items previously agreed to be removed should now be replaced (e.g. radiators and/or furniture), unless otherwise agreed with the Customer.
- 3.15 Members will honour any reasonable Customer requests with regards to general quality of workmanship which are not detailed within the terms of the Code of Practice herein.
- 3.16 Members will take full responsibility for any subcontracted work or subcontractors working on their behalf and will ensure that the same standards of service and workmanship are provided in accordance with the terms of the Scheme's Code of Practice.
- 3.17 Members may be subject to re-assessment as to the quality of their workmanship at any time. If following the re-assessment the member is deemed to no longer meet the standards required for membership of the scheme, their membership may be terminated. The member may however appeal against their removal from the scheme.
- 3.18 Jobs with a total works value under £500 plus VAT must carry at minimum a personal guarantee, and when completed must be detailed on a receipt to be left with the homeowner.
- 3.19 Jobs with a total works value over £500 plus VAT must be documented in a quotation and discussed with the homeowner before work is undertaken.
- 3.20 TrustMark, in line with their Core Criteria, will instigate mandatory insurance in 2015. Members will be required to give the customer an insurance backed guarantee automatically when the enforcement date comes into effect. Note: Also see clause 4.3

- 3.21 When installing a replacement window for homeowners of non-listed buildings in England or Wales, and unless the member is a member of a self-certification competent person scheme, such as FENSA or Certass, it is the duty of the member to inform the homeowner of their legal responsibility to secure the necessary permissions and certification for the proposed replacement window. Homeowners are to be advised that they need to obtain the relevant permission from their local authority and that any application should be made prior to any works commencing.

4 Insurance and Guarantee

- 4.1 Members must ensure that they have in place at all times public liability insurance to a minimum value of £1,000,000 per incident, or series of related incidents. Members are responsible for any additional policies of insurance cover which may be required, such as employers' liability or additional cover due to a property's increased value. Current copies of the insurance cover must be supplied to Diversity Management Services upon application and/or membership renewal.
- 4.2 Jobs with a total works value under £500 plus VAT must carry the member's personal guarantee, which must enhance the homeowner's statutory rights.
- 4.3 When members provide the insurance backed guarantee, required as part of their service provision, they must always do so without exception when the total value of each individual job is in excess of £500 plus VAT in value.
- 4.4 VELUX Company Limited or Diversity Management Services do not guarantee the quality of the member's work, however, from the initial application and assessment and periodic re-assessment and the monitoring of the homeowner feedback, we will constantly measure the standard of each accredited member.

5 Payment and Renewals

- 5.1 Payment for the initial assessment, re-assessment or membership fees can be made by BACS, cheque, debit or credit card.
- 5.2 Annual membership fees must be paid in advance and are non-refundable on leaving the scheme or removal from the scheme.

- 5.3 Membership will be terminated immediately for non-payment of any due fees.
- 5.4 Diversity Management Services on behalf of VELUX Company Limited will send payment reminders prior to date of renewal.

6 Complaints

- 6.1 Following receipt of a Customer complaint VELUX or Diversity Management Services will refer the complaint to the relevant Member and instruct the Member to resolve the complaint with the Customer.
- 6.2 Members will endeavour to conclude any complaints promptly and in a proactive and friendly manner.
- 6.3 If a Member and a Customer are unable to resolve a complaint the case will be escalated and referred to VELUX and/or Diversity Management Services for further assessment. If following further assessment the Member is found to be at fault they will be instructed to undertake Reparation Work immediately.
- 6.4 If following a complaint Reparation Works are required, but the Member refuses to provide the required Reparation Works, or if the Customer involved prefers to engage the services of an alternate installer, VELUX will source an independent installer and invoice the original Member for the cost of those Reparation Works provided, inclusive of any interest incurred. Where the Customer has refused to pay the original Member for the works that resulted in the complaint then the original Member shall be entitled to invoice the Customer for the Reparation Works.
- 6.5 Where a dispute occurs between a Customer and a Member that cannot be settled directly by both parties, Diversity Management Services will mediate and provide a dispute resolution process for the two parties. During this process Members are required to cooperate with Diversity Management Services and their requests regarding the exchange of information, with a view to reaching a resolution.

6.6 If having engaged in the Scheme's dispute resolution service the dispute between the Customer and the Member remains unresolved, the case will be offered for resolution via a third party Alternate Dispute Resolution (ADR) service. Members are required to engage in the ADR service provided which will be binding on both parties. For further information please contact Diversity Management Services on:

Telephone: 0115 784 1503
Email: velux@diversity.agency

6.7 All complaints against Members will be confidentially recorded and reviewed at the time of the complaint, upon membership renewal or alongside any additional complaints as and when they occur.

7 Removal from the Scheme

A Member may be removed from the Scheme when:

7.1 They have been abusive, threatening or disrespectful to a Customer.

7.2 The Member fails to carry out Reparation Work if, and as, instructed to do so by VELUX and/or Diversity Management Services.

7.3 The Member consistently breaches the Code of Practice.

7.4 The Member does not agree to and/or pay for re-assessment on a 3 year cycle.

7.5 The Member refuses to provide documentation as required to confirm, maintain or manage their membership.

7.6 Following a re-assessment the member is deemed to no longer meet the standards required of a member of the scheme.

7.7 The decision to remove a Member from the Scheme is entirely at VELUX discretion.

8 Membership Termination and Removal Obligation

8.1 If a Member is removed from the Scheme or chooses to terminate their membership, 'VELUX', and 'TrustMark' logos must be removed with immediate effect from all and any materials, clothing, websites and vehicles.

8.2 The Member must no longer represent themselves as being a Member of the Scheme and TrustMark.

8.3 The Member must return all materials that refer to them as part of the Scheme and TrustMark.

8.4 VELUX may remove a Member from the Scheme at any time and without explanation.

8.5 The Member must fully abide with clauses 5 and 6 in the TrustMark Sub-license Agreement referring to removal.

9 Appeals Procedure

9.1 If a Member does not accept the decision to be removed from the Scheme the Member may apply to make an appeal. All appropriate documentation in relation to the Member's appeal case will be presented for a second review by VELUX. Any decision made following the appeal process will be binding and final. All applications for appeal must be made in writing within 21 days of the original decision to remove the Member.

10 Marketing & Advertising

When Members market or advertise themselves as a Member of the Scheme they must ensure that:

10.1 Any advertising or marketing materials produced are accurate, clear and unambiguous.

10.2 All advertising and marketing materials produced must comply with the CAP code – the latest UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (the 'Code') is the rule book for non-broadcast advertisements, sales promotions and direct marketing communications (marketing communications).

10.3 The Member must always include the Scheme's certified logo and clearly communicate their status as a VELUX Certified Installer on all advertising or marketing materials used. Advertising or marketing materials used can include: letterheads, clothing, promotional material, advertisements and vehicle livery.

10.4 The Member must comply with the Data Protection Act 1998 when using Customer's personal information and/or when communicating with Customers.

10.5 The Member must fully comply with the VELUX and VELUX Certified Installer Partnership brand guidelines - see separate brand guideline documents - when using the VELUX, VELUX Certified Installer Partnership and / or TrustMark logos. Use of these logos should only be made in conjunction with the provision of installing VELUX products.

10.6 Use of logos must be adhered to as laid out in the TrustMark Sub-license Agreement.

10.7 Where VELUX makes use of, or includes a Member's logo in any advertising, marketing and/or promotional materials the Member must own all the copyright in relation to the information and artwork submitted. Member's ownership of all copyright used is required so as to ensure that no third party's intellectual property rights are breached.

10.8 VELUX or TrustMark will not be accountable or responsible for any advertising or marketing materials used by a Member.

10.9 The Member's website and/or marketing material must not represent the member as being a direct employee of VELUX.

11 Information and Advice to Customers

- 11.1 Members must give the best possible advice to Customers at all times. If there is any aspect of a Customer's enquiry that a Member is unable to offer advice upon then they should refer the enquiry to VELUX and contact the VELUX Technical Enquiries department on:

Telephone: [01592 778 225](tel:01592778225)
Email: technical@velux.co.uk

- 11.2 Members must always notify the Customer of any aspect of the Specification that is inappropriate, not fit for purpose, or generally to the detriment of the Customer and those Installation Works to be installed by the Member.

If, having notified the Customer of any short coming(s) in their Specification the Member is still asked to proceed and install the works as specified.

12 Health and Safety

- 12.1 Members must ensure that their employees and/or subcontractors comply with all relevant and current legislation in relation to required health and safety practices.
- 12.2 It is the responsibility of the member to ensure (if applicable) that there is adequate site safety for the general public.
- 12.3 It is the responsibility of the Member to ensure that all waste materials are disposed of in a safe and proper manner that ensures the safety of themselves, their employees, subcontractors, the Customer, the public where appropriate, and the environment.

13 Member's Information

The information provided by a Member may be:

- 13.1.1 Used to process its membership application and as a means to provide membership services thereafter.
- 13.1.2 Recorded and detailed in a Members directory.
- 13.1.3 Used to profile Members.
- 13.1.4 Included on any VELUX websites, or content, managed by VELUX, their suppliers, agents and/or partners.
- 13.1.5 Displayed in any advertising, marketing and/or promotional materials.
- 13.1.6 Used to provide Members with new Customer leads inclusive of information detailing the Specification of the Installation Works requested.
- 13.1.7 Used by VELUX's approved third party companies inclusive of business partners, agents and/or suppliers.
- 13.1.8 Used to communicate members via email, SMS and phone.
- 13.2 By becoming a Member of the Scheme the Member has agreed to have their information used as detailed above.
- 13.3 Members must notify Diversity Management Services immediately, and via email, of any changes made to their membership data and/or contact details.
- 13.4 Every effort is made to ensure the accuracy of Member's details. However, should an error or omission be made when publishing a Member's details, VELUX will not be liable for any costs, losses or liability incurred by the Member.
- 13.5 Members have the right to opt out from having their information used as detailed above and can do so by formally informing VELUX at:

Email: gdpr@velux.co.uk

Once a formal request to opt out is received the Member's information will be omitted as requested.

14 Indemnity

- 14.1 Members agree to indemnify VELUX, its partners, agents and/or suppliers against all and any costs, losses, claims, damages, and liabilities that might arise as a result of a Member breaching the terms and conditions of the Scheme's Code of Practice herein.

15 General

- 15.1 The Scheme's Code of Practice shall be governed and interpreted according to the law of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English Courts.
- 15.2 VELUX, inclusive of any appointed business partner, agency and/or supplier, reserves the right to make announced and unannounced spot checks of a member's workmanship and service standards whilst at a customer's location, at any time.
- 15.3 Other than the enforcement by the customers recommended under the Scheme, the parties to this Scheme do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 and by any person not a party to it.

Contact Information

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Diversity House
72 Nottingham Road
Arnold
Nottingham
NG5 6LF

Email: velux@diversity.agency
Phone: 0115 784 1503



VELUX®