

GGF FUND LIMITED

Incorporated in England and Wales under the
Companies Acts 1948 to 1976

GGF DEPOSIT INDEMNITY FUND

The GGF Deposit Indemnity Fund (“the Fund”) is maintained by the Glass and Glazing Federation to provide assistance (at the discretion of GGF Fund Limited, the Fund Administrator) to private individuals contracting with Members of the Glass and Glazing Federation who contribute to the GGF Deposit Indemnity Fund (Fund Members) for the supply and/or installation of their products in domestic premises in accordance with the Fund Rules (“the Rules”).

A summary of the Scope of the Fund and of the basis for seeking assistance is set out overleaf.



Glass and Glazing Federation

GGF Fund Limited
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Scope of Fund and Basis for Seeking Assistance

Notes: Customers wishing to seek assistance from the Fund must have obtained a written contract for the work to be done and be able to produce a copy, along with proof of any payments made and means of payment.

1. The Fund, which is supported by Members of the Glass and Glazing Federation (GGF Members), is administered by GGF Fund Limited at 40 Rushworth Street, London SE1 0RB.
2. Private individuals who have contracted with GGF Members for the supply and/or installation, or for repair and maintenance, of home improvement products in domestic premises in the United Kingdom, Isle of Man, Channel Islands or Republic of Ireland and paid deposits and/or stage payments under such contracts may seek assistance from the Fund in the circumstances described in paragraph 3 below.
3. If the GGF Member is unable to carry out or complete the work for which a deposit has been taken because they are adjudged bankrupt, have been put into receivership or had a winding-up order made by the Court, the customer should write to GGF Fund Limited detailing the name of the defaulting Member and requesting a claim form. The form will detail the information and documentation required to progress the claim.
4. If GGF Fund Limited is satisfied that the deposit was paid to a GGF Member and that such GGF Member will be unable to carry out or complete the work by reason of an event specified in paragraph 3, then GGF Fund Limited will consider, at its absolute discretion whether assistance will be provided to a customer from the Fund and if so, what form it will take. If assistance is provided, GGF Fund Limited may, at its absolute discretion:
 - (i) facilitate the work to be carried out by a GGF Member at a Fair Market Price less the sum allowable in respect of the lost deposit, or
 - (ii) make a payment to the customer up to an amount equal to the deposit or 50% of the contract value or £12,500 whichever is the lower less a deduction in respect of the Fair Market Price of any goods and services supplied (without reservation of title) by the defaulting Member. For claims against a defaulting Member in the Republic of Ireland where the payment has been paid in Euros, the settlement will be issued in Euros.
5. If GGF Fund Limited exercises its discretion as described in paragraph 4 (i), the customer will be issued with a voucher redeemable with a GGF Member, to be used against the cost of the successor contract, providing it is for the same work or of similar monetary value. Vouchers are valid to the consumer for nine months from the date of issue.
6. **If the customer feels that it may be necessary to seek assistance from the Fund it is essential that they contact GGF Fund Limited at once. The customer should not place any order for completion of the work unless and until they have the express written authority of GGF Fund Limited; if they do place any unauthorised order, any application for assistance is likely to be refused.**
7. No application for assistance will be considered if it is received by GGF Fund Limited more than six months after the date on which the relevant events specified in paragraph 3 occurred.
8. If a GGF Member leaves the Glass and Glazing Federation or his Membership in respect of the Fund otherwise ceases as defined in the Rules, GGF Fund Limited will continue to consider applications for assistance in respect of deposits taken before leaving or cessation provided that the completion of the work is not (in the opinion of GGF Fund Limited) unduly delayed and that, in any event it is completed within six months of leaving or cessation.
9. **Stage Payments** – Where the term “deposit” appears in paragraphs 1 to 8 this also includes stage payments.
10. **Payment by Credit - If payment has been made by credit card or a finance agreement has been signed the customer should be suitably compensated under the Consumer Credit Act 1974.**

The above details should be read in conjunction with the Fund Rules (available on www.myglazing.com) as amended from time to time.