

GGF Consumer Code of Practice

GGF Consumer Code of Practice to be followed by all relevant GGF Members (the Members) listed on www.myglazing.com

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SECTION A

Scope

- 1 This consumer code (the Code) covers the activities of the Members with respect to all aspects of their business with consumers, either direct or through sales showrooms, from initial promotion to after sales service.

The Code covers the activities relating to home improvement products for consumers, including but not limited to glazing, replacement windows and doors, conservatories & roofline.
- 2 It is mandatory for Members to comply with the Code at all times when dealing with consumers. For the purposes of the Code, a consumer is defined as a private consumer (homeowner or occupier) who has personally entered into a contract with a Member and not trade to trade transactions.
- 3 Members are to make consumers aware of the Code via advertising, leaflets, information on their own website, or a link to the consumer leaflets section of publications featured on the GGF consumer website (www.myglazing.com), where a free copy of the Code may be downloaded.

SECTION B

Core Principles

- 1 **Advertisements must be legal, decent, honest and truthful.**

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

They must comply with all other relevant statutory requirements, including the Unfair Contract Terms provisions of the Consumer Rights Act 2015, the Companies (Trading Disclosures) Regulations 2008 and the Consumer Credit (Advertisements) Regulations 2004 (as amended).

Members must ensure that advertisements displayed on their websites contain correct and accurate information.
- 2 **Members must give the consumer clear, helpful and adequate sales information.**

Members must do their best to help the consumer understand what they can expect if they enter into a contract with the Member and comply with the provisions of the Consumer Protection from Unfair Trading Regulations 2008. The salesperson must encourage the consumer to ask questions and ask for more information if they are in any doubt. Members must have a range of literature available explaining their products, including leaflets from the GGF.
- 3 **Telephone canvassing**

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

When making telephone canvass calls, a Member must 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.

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Members must also comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003, and must follow the guidance issued on this by the Information Commissioner's Office (www.ico.org.uk).

4 Direct mail

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

5 Door to door canvassing

If a Member undertakes door to door canvassing, it must support the Trading Standards "no cold calling stickers" initiative, and must abide by any preference from a consumer 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 Member 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.

6 Vulnerable consumers

A separate detailed Guide to dealing with vulnerable consumers is issued to Members. A short summary of its contents is listed below.

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

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; or
- Whose first language is not English, and English is the only language in which sales material is available.

In addition, Members are prohibited from generating sales enquiries or new orders from the creation, obtaining, distribution, maintenance or use of lists of consumers who are deemed to be vulnerable.

7 Contracts must be fair and clear

Contracts shall not contain any unfair terms and must comply with the Unfair Contract Terms provisions of the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Consumers should be encouraged to ask for an explanation of any part of the contract which they do not understand. Each Member must offer consumers an explanation of any of the contract terms, both pre-contract and after the sale.

8 Customer service – dealing effectively with enquiries from consumers

Members 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 must be within two weeks from when the enquiry is received.

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Core Principles

9 Companies will have an effective complaints handling system

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

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

Members 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; (should this not be precise i.e. contact name; job title; email address; if flexible then generically identify e.g. Customer Services)
- Any reasonable information the consumer must provide to the Member so that the Member can deal with the complaint;
- Reasonable timescales for dealing with and agreeing what the resolution of the complaint shall be; and
- Details of the GGF's Conciliation Scheme in the unlikely event that the Member is unable to resolve the complaint with the consumer.

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

10 Unresolved complaints

In the unlikely event that the Member is not able to resolve the consumer's problem, the consumer or Member may approach the Conciliation Manager at the Glass and Glazing Federation at 40 Rushworth Street, London SE1 0RB, to resolve the complaint through its 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 (ADR) service is available if the consumer and the Member are mutually agreeable to this process provided that at least 56 calendar days have elapsed since the consumer's complaint was first received by the Member.

The Federation offers this service through The Glazing Arbitration Scheme (TGAS), operated by the Centre for Effective Dispute Resolution (CEDR). Details of this scheme and the cost of it are available from the TGAS website (www.tgas.org.uk), and on the GGF consumer website (www.myglazing.com) under the section "Resolving a dispute". The scheme will take into account any allegation of breaches of the Code where relevant to the complaint.

11 Health, safety and environment

Members must work in a safe and responsible manner. All aspects of work must be carried out in accordance with all relevant legislation and standards for Health, Safety and Environment, including GGF guidance and codes of practice.

At all times, care must be taken to ensure that householders, members of the public and anyone that could be impacted by their operations are not exposed to any risks to their health, safety and welfare, that the Member could not reasonably and practically remove or mitigate.

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Members must manage their operations in a responsible manner to reduce the environmental aspects and impacts of it including, but not limited to, waste, noise, and emissions.

12 Core principle

All Members must conduct themselves in accordance with, and operate to, the standards described in the Code and in other consumer leaflets provided by the GGF. Members must assist the GGF with any issues raised by any of the Member's customers.

SECTION C

The Sale

1 Customer relations

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

2 Advice to customers

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

3 Pre-contractual information

Members 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 (Information, Cancellation and Additional Charges) Regulations 2013 and must include, as a minimum:

- Information about the main characteristics of the products;
- Details of the Member'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 in 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;

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The Sale

- Information about the guarantees and warranties; and
- Information about after-sales procedures and telephone helplines.

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 must answer any questions the consumer may have about the contract before signing, including any issues relating to credit.

4 Promotion of products and services

Members must promote their products and services based on their own strengths and not on their competitors “weaknesses”.

5 Sales in consumers’ homes

It is recognised that modern home improvement products have varying degrees of efficiency, insulation and quality, and are complex goods. The GGF therefore requires that Members 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 so they may make an informed decision.

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 must record the consumer’s agreement to that and the reason why they may need to stay longer, or respect a request from the consumer to return on a later date to complete the presentation or negotiations. Similarly, the consumer shall respect a request from the salesperson to suspend the visit and return on a later date.

In addition, the time of day of the sales presentation must be taken into account. At home selling must be carried out at an appropriate time in the consumer’s home depending on the circumstances and in agreement with the consumer. In these cases, the four-hour time limit may not be appropriate.

6 Members must not use any high-pressure selling techniques

Members must comply with the provisions of the Consumer Protection from Unfair Trading Regulations 2008 and must not engage in any high pressure selling techniques and whilst dealing with consumers in their own homes. Examples would include (but not be limited to):

- 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 Member’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 Member’s price list, then offering discounts or “special one day offer prices” which are not true. Only genuine discounts agreed by the Member must be offered;
- 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 Member’s goods or services, when they are not;
- Making false or misleading energy saving claims;
- Making false statements that the Member is affiliated to Police or Local Authority initiatives when they are not; and
- Exerting pressure on the consumer to waive their right to a cooling-off period.

SECTION C

The Sale

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 must provide the consumer with a right to cancel without charge up to 7 calendar days after the date of the contract.
- When products are not made to measure then 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.
- These rights to cancel can be exercised by delivering or sending a cancellation notice to the Member within the time periods indicated.
- The consumer may use the cancellation form provided with the contract if they so wish, but they are not compelled to do so. However, the notice that they send must make their intention to cancel the contract clear.
- The notice of cancellation is deemed to be served as soon as it is posted or sent, including in the case of an electronic communication.
- 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 goods or services on a Member's business premises. The consumer should therefore refer to the specific clause in their contract with the Member to determine whether there is a right of cancellation, and what its terms are.

8 Financial commitment

Members' sales staff must do their best to ensure that consumers understand the financial commitment they are taking on when they sign a contract with a Member. 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.

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

9 Disclosure of personal data provided by consumers

Members must only process personal data provided to them by consumers in accordance with the provisions of the Data Protection Act 2018, and must have in place all appropriate policies and procedures required by that Act or by good industry practice.

SECTION D

The Survey

1 Date of survey

The Member must carry out the survey as soon as reasonably possible, and unless there are exceptional circumstances this should be agreed 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 GGF member and the consumer.

2 Existing defects

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

3 Cost of additional work found to be required at survey

If the Member is able to carry out the additional preparatory work itself, it will quote for doing so. If the consumer is not prepared to pay the Member's price for the additional preparatory work, they should seek alternative quotes and consider having the work carried out by another qualified and competent contractor before they proceed with their contract with the Member.

SECTION E

Product(s)

All product(s) used by Members in the UK and Republic of Ireland (ROI) must be manufactured to, and with materials in accordance with, the specifications laid down in the relevant:

- Building Regulations;
- Relevant and current conformity markings (i.e. UKCA marking);
- UK designated standards (harmonised European standards for ROI);
- GF Guidance Documents

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

SECTION F

The Installation

1 Date for installation

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

The Member must give the consumer as much advance notice as possible of any significant delay to the anticipated start date or delivery time, and discuss and agree any reasonable alternative delivery or installation arrangements as may be requested by the consumer.

2 Failure to start on time

If the Member is unable to start the contract by the anticipated start date, (unless caused by circumstances beyond their control) the consumer should refer to the appropriate clause in their contract with the GGF member to identify any available remedies that may be available to them.

3 Standard of work

The goods must be installed in accordance with the relevant Building Regulations, applicable markings as listed in Section E and UK designated standards, or, where these do not exist, with GGF guidance documents. 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.

4 Existing defects

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

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

5 Damage

The Member must take every reasonable precaution to protect the consumer's property and possessions, and must maintain appropriate insurance cover in force at all times.

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

SECTION G

The Guarantee

1 Statutory rights

The Member'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.

2 Period and details of guarantee

The Member must provide the consumer with clear and accurate details of any guarantee, including the period of the guarantee and any conditions attached to it.

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 Member. The Member may ask to inspect the installation before agreeing to the transfer, to ensure that it has not been neglected or misused; and may charge a reasonable transfer fee and inspection fee.

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

4 Insurance backed guarantee

Except in the case of repair work, the Member must inform the consumer whether an insurance backed guarantee is available to provide service under the guarantee should the Member cease to trade before the expiry of the guarantee period. This is not applicable to Scotland or Republic of Ireland.

Some products, such as windows and doors, will automatically benefit from an insurance backed guarantee. The Member must explain and identify to the consumer which products benefit from an insurance backed guarantee and what the terms are.

Other products, such as conservatories or loft conversion, will not automatically benefit from an insurance backed guarantee. The Member may offer the consumer the opportunity of buying an insurance policy to provide service under the guarantee should the Member 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 GGF that the consumer should do so.

The Member must make it clear which insurance broker(s) provides this insurance-backed guarantee.

5 Additional optional warranties

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

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

SECTION H

Effective training for staff of Members

Members must provide relevant and effective training to make sure that their staff understand the provisions of the 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 I

Use of Logos

The GGF logo and the myglazing logo

These logos must be used by Members in line with guidelines issued by the GGF Marketing and Communications Department from time to time.

SECTION J

Membership of the Code

1 Eligible Members

Members must be a member of the GGF and must deal directly with consumers as defined in paragraph A3 of the Code.

2 Discipline and Sanctions of Code Members

If a Member commits a material breach or persistent breaches of the Code, then the GGF Membership and Review Committee will determine and apply the appropriate sanction in accordance with the Rules of the GGF.

By using a GGF Member you are dealing with a business that:

- ✓ is established and has proved to have been trading for a minimum of 3 years
- ✓ has been vetted and has premises, products and employees fit for purpose
- ✓ employs trained professionals to ensure your installation is to the highest technical standards as detailed in section E of the Code and as outlined in the GGF Glazing Manual
- ✓ complies with the GGF Consumer Code of Practice and ensures it operates in line with relevant consumer legislation
- ✓ a business that is safe and responsible and operates in line with the relevant health, safety and environment legislation
- ✓ offers you free access to the GGF Conciliation Scheme in the unlikely event of a dispute with a GGF Member company



Glass and Glazing Federation
40 Rushworth Street
London SE1 0RB

T: 020 7939 9100
www.ggf.org.uk
www.myglazing.com

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