



Appendix 2

LIQUID ROOFING AND WATERPROOFING ASSOCIATION CONTRACTORS CODE OF CONDUCT

Introduction

This Code of Conduct is prepared to lay down the standards of trading expected of a member of the Liquid Roofing and Waterproofing Association (LRWA). Each such member shall annually complete a return confirming their compliance with this code.

1. Mandatory Requirements

- 1.1 Members will register with the CITB and pay all levies due.
- 1.2 Members will at all times ensure that current legislation is complied with especially in relation to:
 - i) Health & Safety at Work
 - ii) CDM Regulations
 - iii) Terms and Conditions of Employment for staff and operatives
 - iv) COSHH
 - v) Employers Liability Insurance – a minimum limit of indemnity for Employers Liability Insurance of £5m will be required and in addition a £2m limit of liability for Public Liability Insurance should also be held.
- 1.3 Members will supply to all operatives personal protective equipment appropriate to the work being carried out and will ensure that operatives at all times wear company identifiable clothing.
- 1.4 Members shall at all times act in a Professional manner and not bring either the Association or fellow Members, in to disrepute. Any such conduct should be brought to the attention of the Board for any investigation.

2. Specification and Estimates

- 2.1 Members will undertake to ensure that unambiguous detailed written specifications for work are given, stating the proposed works, by reference to areas or buildings, together with a cost for the work either lump sum or schedule of rates.
- 2.2 Terms and Conditions of sale must be submitted with any specifications and estimate, except where a tender is submitted based upon the client's own terms and conditions.
- 2.3 Where the works are of such a nature that the requirements of 2.2.1 are not practical or possible, then the client must be informed of and agree day-work rates and methods of charging before the works are commenced.
- 2.4 A member shall be under no obligation to provide an estimate for purely valuation purposes. If however, one is submitted for such a purpose, a fee may be charged provided the client is advised of such charge in advance.

- 2.5** All estimates shall clearly separate the value of the works and the amount of VAT although the amount prevailing at the time of invoice shall prevail. The quotation shall also include details of any deposits required and the basis of their return.
- 2.6** Details shall be given with all estimates **on** guarantees offered and the terms and conditions of those guarantees.

3. Execution of Work

- 3.1** All work shall be carried out using competent and suitably trained Operatives together with relevant support staff. All skilled operatives (excluding labourers) shall hold the appropriate CSCS registration card.
- 3.2** All work shall be carried out in compliance with the relevant Industry/Manufacturers standards and installation instructions / guidelines.
- 3.3** For contracts carried out under CDM a detailed method statement shall be prepared for each contract to include the sequence of operations and period for completion, together with an assessment of all risks likely to be encountered in the form of a Health & Safety Risk Assessment Schedule.
- 3.4** A detailed worksheet shall be prepared for all contracts to include the sequence of operations and method of fixing, which shall be presented in a 'user friendly' format and left on site with the operatives for reference purposes.
- 3.5** Members shall complete all contracts on time in accordance with an agreed programme, subject to prevention by matters beyond their control. Failure of the client to make agreed payments or serious breach of any other contract terms may be considered acceptable reasons for interrupting the execution of works so long as the relevant notices have been given.

4. Mandatory Inspections

All work exceeding 3 days duration on site shall be regularly inspected during the construction period and on completion by a directly employed suitably qualified member of staff and a record kept of such inspections.

5. Complaints

All members shall have a written complaints procedure, which sets out at least the following:

- 5.1** The name and designation of the person to whom any complaint should be addressed.
- 5.2** An undertaking to inspect the suspect work within 14 days of receipt of the complaint.
- 5.3** Undertakings to rectify free of charge any fault, which is the responsibility of the member with the minimum delay.

In the event of a dispute, both the client and member will have access to the LRWA dispute procedure. Any member that does not accept the ruling of either the LRWA or a legally constituted dispute procedure shall face the possibility of expulsion from the LRWA following an investigation.

6. Advertising

- 6.1** Each Member shall ensure that any advertising of its products or services is accurate and complies with:
- 6.1.1** the Code for Construction Product Information (CCPI); and
- 6.1.2** Rule 1 (Compliance), Rule 2 (Recognition of marketing communications), Rule 3 (Misleading advertising), Rule 4 (Harm and offence), Rule 8 (Promotional marketing), Rule 10 (Use of data for marketing) and Rule 11 (Environmental claims) of the UK

Code of Non-broadcast Advertising and Direct & Promotional Marketing (the **ASA Code**),

as amended from time to time.

6.2 Save in respect of the interpretation of Rule 10 of the ASA Code, use of the word “consumer” or “consumers” in the ASA Code shall be interpreted as meaning “customer” or “customers” of Members (as the case may be) which shall include (but shall not be limited to) trade and business customers of Members.

6.3 Members are permitted to display the Association’s logo, and this should be used on all stationary, vans, etc. excluding proposals and specifications, in accordance with the Association’s stipulated requirements. In the event of Membership ceasing then continued or further use of the logo is strictly prohibited.

7 **DISCIPLINARY ACTION**

Any report of any member not complying with this Code of Conduct may be the subject of a complaint which shall be reported, investigated and determined in accordance with the Association’s Complaints Procedure.

8. **Quality Assurance**

All members should hold or be working towards a relevant Quality Assurance Scheme, preferably that meets the requirements of ISO9000.