BIFIS

BRITISH INSTITUTE OF FITTED INTERIORS SPECIALISTS

# Code of Conduct

V.10.2025

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## Contents

# 01. Introduction

**The British Institute of Fitted Interiors Specialists (BIFIS) is a government sanctioned not-for-profit organisation dedicated to fitted interiors installation within the construction and domestic refurbishment sectors.**

Adopting a collaborative approach to setting, maintaining and developing industry standards, BIFIS works with installers, retailers, manufacturers and strategic partners in the support of a safe, compliant and sustainable installation service, via a national network of registered, competent and compliant tradespeople. The organisation also works with stakeholders on the task of raising standards and supporting the delivery of a professional, safe and reliable service.

This Code of Conduct outlines your responsibilities, as a BIFIS registered business, in relation to appropriate legislation, and provides full guidance on the laws that you, your employees and sub-contractors must follow when engaging your customers. This includes practical guidance that will ensure you provide a fair service to your customers and will offer greater protection to you, your business and your customers.

These guidelines cover each stage of your customer journey and are designed to maintain clear, fair communication and efficient processes.

# 02. You and BIFIS

## Introduction

Your ongoing relationship with BIFIS is very important, which extends throughout your registration with us, as we continually monitor your performance and your legal compliance.

BIFIS registration is subject to three key areas of obligation, which you should familiarise yourself with when making your application. All three aspects of obligation are available and regularly updated on our website:

1. Terms and Conditions of registration (the legal agreement between you and us).
2. This Code of Conduct (our expectations when you interact with us, your customers and the law).
3. Our Privacy Policy (how we handle your information and our legal obligations in relation to data).

By making an application to register with us, you formally agree to these areas of obligation. They form the cornerstones of our relationship and will become key factors that separate those professional businesses that hold registration versus those who do not.

## Your initial application for BIFIS registration

As part of your application to register with BIFIS, you will need to have a pre-entry check where your documentation and previous customer testimonies will be assessed. The application process will guide you throughout and all we ask is that you are prompt in response to any requests for information we may make. This will enable our team to onboard your business as efficiently as possible.

You have a responsibility to provide accurate and legitimate information to assist the registration process.

The onboarding process is managed by our specialist team using a secure document processing platform.

Once registration is granted you will be required to periodically update your information in accordance with our criteria. Failure to do so will result in temporary suspension of your registration status with us. These ongoing requirements are designed to protect you, your business and those customers you serve. These requirements are aligned with your legal responsibilities and as such help you to operate a legal operation.

We will need to verify information relating to your commercial insurances, qualifications and other documentation needed in accordance with our registration criteria. You will be reminded to update your information in the run up to document expiry, and we ask that you maintain your documents in order that your registration remains active. You can do this by ensuring information is provided ahead of any deadline/expiry. BIFIS will provide a safe and secure means to share information with us. Access to this information is available via the BIFIS Compliance and Management System (CAMS).

In addition to the periodic submission of updated documentation in accordance with our criteria, you must inform BIFIS immediately if you change any of the following:

- Your business name.
- Your address.
- Your contact details.
- Your company structure (e.g. change of owner/director).
- Your legal status (e.g. you become a limited company or if you deregister).
- Your VAT status (e.g. if you register or deregister for VAT).

In addition to informing us, there may be a legal requirement to make these changes to your documents, business cards and website.

## Accessing BIFIS benefits

We provide registered businesses with access to a dedicated communications platform in the form of the official BIFIS app.

The app gives registered businesses access to a range of exclusive benefits, and useful documents, templates, news and insights.

## Using the BIFIS brand / logo

Whenever using the BIFIS logo, you must adhere to our strict logo usage guidelines. Our logo is a protected asset and is for the use of current BIFIS registered businesses only. It must not be used by anyone else, including sub-contractors you may work with, unless they are registered in their own right.

Full details of our logo usage guidelines can be found on our website, but the below summarises key points and will ensure your use of the BIFIS logo is lawful:

- Only use a BIFIS logo that you have been issued, or you have downloaded from the BIFIS portal. Never download a logo from the internet, even if it looks correct.
- Only businesses registered with BIFIS have permission to use the BIFIS REGISTERED logo (see below). Do not use any other variation, including our logo without the word REGISTERED included.
- The BIFIS logo should only be used on your own company literature, leaflets, website, posters, business cards and uniform etc.
- If you want to use the BIFIS logo for anything else, you must obtain permission from us in writing beforehand.
- You must not change the colour or size of the BIFIS logo. It must only be used in its current format and colour and must be displayed horizontally.

The BIFIS logo is an important asset to let customers know that your business meets and maintains the requirements of BIFIS registration. If you are aware of anyone using the logo when they are not entitled to do so, please contact us immediately, as they may be committing an unlawful act.

## Complying with BIFIS requirements

You must make sure you follow the Code of Conduct when you are working. Make sure your employees and sub-contractors are doing so too. You will need to show them the Code of Conduct and make sure they understand it, so having a copy available on site is advisable. A digital copy is available via the portal.

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# 03. You and your customers

## Introduction

Your relationship and communication with your customers is critical to the successful delivery of service and the likelihood of entering a dispute. This section advises you on what you should do, from the very first interaction through to completion. It will demonstrate professionalism, provide reassurance, comply with your legal obligations and essentially reduce risk to you and your business.

## Promote your BIFIS registration

Not everyone is able to meet the criteria requirement of BIFIS registration and legitimately claim that they are registered with a government approved institute within the industry. Because your business does, you may have a unique selling point versus other businesses that may be quoting for the job. By promoting your registration to BIFIS, you may be increasing your chances of winning the contract,and, importantly, you will be setting some important foundations of professionalism for the future relationship with your customer.

- Use your BIFIS registration card to tap on your customers smartphone. BIFIS ID cards have inbuilt technology, much like payment cards, that will direct your customers to a dedicated web page that promotes your registration.
- Include the official BIFIS REGISTERED logo on your business stationery, social media profiles and workwear.
- Display the BIFIS REGISTERED van sticker on your company vehicle.
- Encourage your customers to validate your registration online via the BIFIS website.

## Always interact with professionalism

You have a responsibility to meet the expectations of those who hold registration to a government sanctioned institute. You must always conduct yourself in a measured and professional manner when dealing with your customers or when representing yourself in a commercial capacity.

## Transparency of your business information

It is important that your customers know who they are transacting with. As such, BIFIS expects you to provide the following information to your customers, where appropriate, whether that's on your website, stationery or within your literature:

- Business name and all contact details including your telephone number.
- Registered address and company registration number (for limited companies).
- Your BIFIS registration number.
- Your VAT number (if VAT registered).
- Your business insurance details (provider and indemnity limits).
- Your feedback and complaints procedure.
- Your ADR (alternative dispute resolution) provider.
- The BIFIS logo.

## Documentation

For projects in excess of £500, we expect BIFIS registered businesses to provide their customers with a series of formal, written documents.

- An estimate or quotation for the proposed work.
- A contract for services.
- A variation report for any unplanned or additional work, or changes to the original quotation.
- Invoice(s).
- Completion / sign-off certification.

All documents should include your business information as previously covered and can be delivered in whatever format suits, whether that is printed or digital. We recommend that a survey is carried out prior to the project commencement to ascertain the particulars, discuss the work and make initial agreements.

BIFIS provides access to a number of business templates via the portal.

## Surveying

In some instances, a pre-installation survey will be necessary. If it is, inform your customer in advance:

- Who will be undertaking it.
- Any cost involved for the survey.
- How long the survey will take.
- How it can be re-arranged if there's a problem.
- Which areas of the home the surveyor will need access to.
- A risk assessment to comply with CDM Regulation where appropriate.

Surveyors should be subject experts with the skills, knowledge, experience and behaviour required to complete an effective service. Surveyors need an ability to reasonably foresee project complexities. Be upfront about any problems you may foresee and ensure they are listed within any quotations.

If a survey concludes that the work cannot be completed for any reason, inform your customer as to the reasons why, cancel any contract, and refund any deposit – less any pre-agreed survey fee, where applicable.

## Estimates and quotations

This should set out the plan for the project and should include:

- Your business information.
- An itemised list of proposed work.
- Your fee, either itemised or cumulative, with labour and materials separated where applicable and itemised VAT where registered and applicable.
- Estimated timeframe to start the work.
- Estimated duration of the project and whether duration will be concurrent or split.

If you are showing your customer samples of any product, they must be a true representation. Products installed should comply with the specification and must conform to regulatory requirements.

Taking photos is an effective way to note the existing condition of the property, which could avoid future claims for damage.

Remind your customer to inform anyone they need to about the work e.g. leaseholder, freeholder, mortgage payer or insurer. If you are using sub-contractors for some of the work, tell your customer who they are and what they will be doing.

Certain work will need a design process, whether that is completed by you or a designer.

Whoever undertakes the design, it must comply with the relevant Code of Practice, any relevant Building Regulations and must be approved by your customer, in writing and in advance of the work commencing. If the design was completed by someone else, you have a responsibility by law, to ensure that your work reasonably meets the design and that the work is lawful.

Some types of work may have a significant impact on other aspects of a property's condition and performance. As part of the design process, you should take a 'whole house' approach, consider any potential implications of the work you are undertaking, and seek technical advice when necessary before you begin. Particular properties e.g. listed buildings or properties within conservation areas, may also have special considerations which you must understand and take into account before you start work.

CHECKLIST

- Agree site access with your customer – Where, when and how will you enter and leave?
- How best to keep valuables stored during work
- How to keep vulnerable adults, children and pets safe during work
- Whether you will have access to a toilet at the property and whether ther is a preferred location for taking breaks
- Details of any utilities you will need access to e.g. water and electricity

## Contract for services

This is the legal agreement between you and your customer, and is an important document that should include:

- Your business information.
- Your customer's information.
- The scope of work (which can reference the quotation).
- Duration of agreement and the timescales.
- Your payment terms, which must not be unfair and not request full payment in advance.
- Unforeseen work - the process for handling variations and additional work, to include revised payment terms, where applicable.
- What you expect from your customer.
- What your customer can expect from you.
- Warranties and guarantees (in accordance with statutory rights) to include installed product.
- Cancellation and termination.
- Dispute resolution.
- Limitation of liability and Force Majeure.
- Data protection and confidentiality.

## Variation reports

In the event the project varies for any reason, including unforeseen complications or customer instruction, a variation report must be completed and signed by the customer in advance of the work. This should include:

- Your business information.
- Your customers information.
- Details of the variation and why it has varied from the original quotation.
- Any fee for the variation and the payment terms.
- Whether this has any impact on the original quotation, including timescales.

## Completion certificates

When completing a project, it is advised that you should conduct a signing-off process with your customer, in-person where possible. This would formally conclude the work, confirming customer satisfaction at that point, but your customer should be advised that the completion certificate does not affect their statutory rights. In other words, the customer has a right to alter satisfaction, or make a claim for dissatisfaction, regardless of the presence of a completion certificate.

## Invoicing

You should always produce an invoice for work as this forms part of your agreement with customers. An invoice therefore becomes a legal document and, as such, must contain certain information, this includes, but is not limited to:

- Your business information.
- Your customers information.
- The word 'invoice'.
- The date of issue (usually the date you hand, email or post it).
- A unique invoice or identification number (which can be used as a reference for electronic payments).
- Payment methods you accept – Note that you cannot charge additional fees for card payments.
- Details of VAT (if applicable, together with your VAT number).
- The total amount payable, gross and net of any applicable VAT.
- If you offer finance to customers:
  - Your Financial Conduct Authority (FCA) authorisation must be valid and up to date.
  - Ensure that you only advise on the financial matters you are authorised to.
  - If you are selling insurance options to your customers, the same rules apply.

For jobs over £500 (plus VAT) you must have suitable financial protection in place in case you go out of business. You cannot charge your customer for this, but these costs can be built into your regular pricing policy.

This cover should include provision for:

- Pre-payments.
- Deposits.
- Work in progress.
- Materials and workmanship (for 6 years after completion).
- Transferring to another householder (if there is a house move).

## Workmanship

The Consumer Rights Act is guiding legislation for the provision of goods or the delivery of services. These Statutory Rights includes:

- Fair contracts, price and payment terms.
- That goods are to be of satisfactory quality.
- That goods are fit for purpose and as described.
- That goods match samples.
- That services are performed with reasonable care and skill.
- That information about the trader or service is to be binding.
- That the price for services is reasonable.
- That the service is performed within a reasonable time.
- That the service is performed in accordance with other law or legislation.

The provision of goods and services must therefore conform with all applicable regulation, legislation and by-laws, and must be in accordance with manufacturer instructions.

If you provide energy saving products and services, you must provide or signpost to clear advice. Tell your customer where they can find information about any grants or other incentives which may be available to them. If they can only afford the work to be done by successfully receiving a grant, write this into the contract so it is agreed formally.

- Energy performance claims must be accurate.
- Use only approved figures and methods.
- Use figures which represent your customer's actual home and set up as best as you can, in line with the Code of Practice.
- Explain any pros and cons where there is a choice of option.
- Tell your customer where they can seek independent advice from other sources.

## During the work

The customer may have made specific plans to accommodate you, your team and the work. It's therefore important that you make all reasonable efforts to keep within agreed project plans, including timescales. However, it is recognised that unforeseen circumstances may affect this, however you should always keep your customer updated as regular communication will support a healthy working relationship and minimise the likelihood of disputes.

Inform your customer as soon as practical if something unexpected arises and seek to agree a sensible way forward. If additional costs are encountered as a result, agree this with your customer before making the changes and give them a revised quote. It is advisable that they acknowledge receipt and agree the changes in writing. However, if the problem is caused by your/your sub-contractor, you must cover any costs yourself, or via your insurance provision if applicable.

Co-operate with any external inspections (e.g. building control or BIFIS) and follow any instructions they give you to get the work approved, where applicable.

If your customer exercises their right to change their mind, you need to remove goods and any waste from the property and leave it secure.

Explain things clearly and simply to your customer and do not use trade jargon they may not understand.

CHECKLIST

Always act in a professional and responsible manner and ensure you and your sub-contractors do the following:

- Show ID – Your BIFIS registration card is appropriate.
- Use protective coverings to look after your customer's property.
- Store any tools and materials left at the site safely.
- Plan the work to minimise disruption.
- Allow more time to explain things to vulnerable consumers - 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.
- Where your customer has a third party to support them, keep them informed and ensure that they are always present when work is being done, and decisions made if this is what your customer needs.

## Safeguarding

From time to time, you may be required to work in the presence of children or vulnerable adults. This must be identified within the risk assessment pre-installation and discussed with the customer on how best to minimise risk.

Under no circumstances should BIFIS registered businesses, their operatives or their sub-contractors, be left alone with vulnerable adults or children under the age of 16.

## Completion

On completion, ensure that you undertake a completion process with your customer. Take time to confirm that they are satisfied with the completed work and allow them the opportunity to question any aspect of what you have done. A template completion certificate is available within the portal to assist this process. Note that any customer signatures on completion paperwork does not affect their statutory rights, so it may be worth mentioning this as some customers may feel pressurised to sign to say it's complete before they have had an opportunity to scrutinise the work. The completion process should simply confirm that the process has been undertaken.

If a need for any remedial work is identified, make sure that a schedule is in place before leaving. Ensure your customer knows when and how the work will be undertaken and remember, any timescale must be fair and reasonable.

Before leaving, ensure that instruction manuals and maintenance requirements are handed over to your customer, and they understand any essential maintenance requirements. Explain if there is going to be any ongoing measurement, monitoring or inspections of the work.

Give your customer any guarantee you are providing for workmanship or products, but remember, your guarantee will not affect the customer's Statutory Rights – again, this may be worth explaining in the provision of peace of mind.

Ensure the site is left reasonably clean and tidy and that any waste is removed from site, or that an agreed date and time to do so is made before you leave.

For jobs where you have installed a product, tell your customer:

- How to use it (give them any relevant instructions).
- Any safety checks they should carry out and how to isolate appliances in an emergency.
- Details of any service or maintenance will be needed and when.
- Any impact on the guarantee and how they register for it.

## Waste

It is a legal requirement to dispose of waste responsibly and lawfully. You must only use a licenced waste carrier, and it is your responsibility to ensure that their credentials are legitimate. Unlawfully disposed of waste often has a harmful impact on the environment and our communities. In many instances waste can be traced back to its source. If you have not disposed of waste responsibly and lawfully, you may be committing a criminal offence and subsequently be exposed to an unlimited financial penalty, or even imprisonment and a criminal record.

Where reasonable, ensure waste is separated into recyclable and non-recyclable material. Ensure that electrical appliances / devices are disposed of in accordance with WEEE Regulations (2013).

## Encourage feedback

If you have a satisfied customer, encourage them to leave positive feedback for a job well done.

Consumers often make decisions on appointing tradespeople based on reviews, so consider using review platforms, including social media, to achieve this. Never encourage or allow false reviews as this could have legal consequences following the introduction of new legislation in 2025.

## Handling complaints

Sometimes things go wrong, and your customer will make a complaint.

- Deal with complaints professionally and as soon as possible.
- Never ignore complaints from your customer, even if you believe they are unfair.
- Always respond to complaints, verbally or in writing. Verbal resolution / response should be documented for future audit.
- Follow your complaints procedure which should be set out within your terms.
- Tell your customer their rights under consumer law will not be affected.
- Agree with your customer what will be done to put things right or why you reject their complaint.
- Where appropriate, visit the site to assess their complaint in person and do so within a reasonable timeframe.
- Carry out any agreed remedial work as soon as reasonably possible

If you cannot reach an amicable conclusion with your customer, you will need to follow an ADR (alternative dispute resolution) procedure.

# 04. You and legislation

The only way to avoid breaking the law and make sure you understand the rights that customers have, is to ensure both you and your employees have a good grasp of the relevant rules and regulations. This section tells you about the main laws you need to understand and how you can follow the key rules of fair trading and consumer protection. Much of it is common sense and if you make sure you are always being honest and reasonable you can't go far wrong...

### Your knowledge

You need to comply with the following legislation:

- Consumer Rights Act.
- Consumer Protection from Unfair Trading Regulations.
- Consumer Contracts (Information, Cancellation & Additional Changes) Regulations.

Here is a summary of the main requirements of these laws and how they apply to you and your employees

### Consumer Rights Act

While the long-established Sale of Goods Act and the Supply of Goods and Services Act still apply for business to-business contracts, there is a relatively new law, The Consumer Rights Act, which applies when you are dealing with private customers. The Consumer Rights Act provides different remedies for your customers when things go wrong.

### Products

Any products you supply should be:

- Of satisfactory quality (includes durability – how long a product is expected to last)
- Fit for any common purpose (is the product right for your customer's needs?)
- Fit any particular purpose made known to the seller
- Meet any description, including any sample or model
- Safe
- Installed correctly

These are called 'Statutory Rights' and you should let your customer know that these rights remain unaffected should they choose to use your complaints process. Statutory rights are also in addition to any guarantees or warranties you may give.

### 30-day right to reject

If you have supplied a product that does not satisfy the statutory rights stated above, e.g. it is faulty, your customer can reject this within the first 30 days. This means you have to refund them. If your customer chooses not to reject the goods, they will be entitled to a repair or replacement. If such a repair or replacement fails, your customer may still reject the goods for a refund or may request a price reduction.

A refund must be given without undue delay and in any event within 14 days of the trader agreeing that the consumer is entitled to a refund. The trader is responsible for the reasonable cost of returning the goods except where the consumer is returning them to the place where they took possession of them.

During this first 30 days, the burden of proof is on your customer to prove that the goods are faulty.

If a problem is found after the first 30 days, your customer can claim a repair or replacement. But they can still ask for a full or partial refund/price reduction where:

- The repair or replacement is unsuccessful or impossible.
- It could cause them significant inconvenience (e.g. take a long time)

If the product is not faulty but you have installed it incorrectly, your customer can ask for a repair, a replacement or a price reduction.

Your customer may be able to claim compensation if the faulty product / installation has caused further damage.

## The first 6 months

If the fault is found within the first 6 months, the law says it will be assumed that it was there from the beginning.

Between 30 days and 6 months after the sale, the burden of proof passes to the seller. So, unless you can prove otherwise, you will need to carry out a repair or replacement to put things right. If this is unsuccessful your customer can still have a full refund (or price reduction/partial refund if they wish to keep the product).

## After 6 months

If the fault is found/develops after 6 months, then it will be down to your customer to prove the defect was there at the time of delivery, and/or the work was not carried out with reasonable care or skill (the item was not installed correctly).

This means that where you do not agree with your customer, they will have to provide some extra evidence (such as an expert report) before you have to put things right (as above).

## Services

The work you do in a customer's home should be of a high standard and must be carried out:

- With reasonable care and skill.
- For a reasonable price; and
- Within a reasonable timeframe.

Therefore, it is always best to agree your price and time to do the job beforehand, which can be achieved within your written quotation and terms.

## Repeat performance

If something goes wrong, your customer can ask you to put it right. This means carrying out work to bring it up to the level it should have been. Your customer is only required to give you one chance to remedy (though they may agree more) and you can not ask them to pay for it.

If a remedy is not possible you will need to reduce the price of the job. This means giving them a partial refund if they have already paid.

Repeat performance also applies where you have given information to your customer at the start of the job (either verbal or written) which they relied upon, and this information turned out to be incorrect.

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## Contracts

You do not have to provide terms and conditions but if you do, they must be fair. Whilst there is no legal requirement to provide terms, we recommend that you do and therefore we have provided templated guidance within our portal to assist.

In terms of a fair contract, this means that terms must not benefit you more than your customer. As an example, taking a larger deposit than the balance on completion may be viewed as unfair in certain circumstances.

Traders should ensure that contracts are presented in a way that is fair and open and respects the consumers legitimate rights. Terms and notices should be transparent; that is using plain language, with no legal jargon, which must be capable of being understood and clearly legible.

The following terms are ALWAYS considered unfair so never use them:

- Excluding liability for death or injury.
- Excluding or restricting statutory rights

The following terms MAY be unfair so it is still best to avoid them:

- Unreasonably tying your customer into the contract.
- Denying your customer a full remedy when things go wrong.
- Giving you the right to enter a consumer's home and seize goods in the event on non-payment.
- Making customers lose deposits unfairly.
- Increasing the price of the work after it has been agreed.
- Unreasonably altering terms of the contract after it has been agreed.
- Unreasonable financial penalties.

## Consumer protection from unfair trading regulations

These regulations prohibit trading practices that are unfair to consumers. There are four types of practice to consider:

- A blacklist of certain practices which are considered to ALWAYS be unfair and therefore are banned in all circumstances.
- A ban on misleading actions and omissions.
- Aggressive practice.
- A general duty not to trade unfairly.

## Practices banned in all circumstances

There are 31 specific practices which are banned. This means if you do any of them you will be committing a criminal offence. They include:

- Displaying a quality mark (or equivalent) without the necessary authorisation.
- Claiming to be approved or endorsed when you are not (e.g. Gas Safe registered).
- Aggressive doorstep selling (refusing to leave when asked).
- Limited offers (claiming they must agree to the contract in order to get that price).
- Telling your customer that if they do not agree to the work, your livelihood will suffer.
- Inferring that a customer's statutory rights are a key feature that only you offer.
- High pressure selling techniques.

**For the following types of trading practices, it is necessary to show whether the action of the trader influences the average consumer, causing them to take a transactional decision they would not have taken otherwise.**

## Misleading actions and omissions

- Do not advertise goods which do not exist, or make misleading comparisons between products.
- Do not give false information about the products you supply/fit.
- Do not suggest there is need for work such as repair or replacement when there is none.
- Make sure all the information you give about your business, your staff, your qualifications and your experience are correct.
- Do not give your customer false information about their legal rights.

## Don't leave information out:

- Tell your customer everything they need to know to make an informed choice.
- Do not hide information or make it unclear.
- Do not give information to your customer too late.
- Tell your customer of any advantage you might gain (e.g. financial) if they choose a particular product or service.
- Do not provide material information in a manner that is unclear, unintelligible, ambiguous or untimely.

## Aggressive practices

Obviously, you cannot be threatening or abusive to your customers, but you need to be aware of more subtle ways they might feel pressurised:

- Do not push for a contract to be signed before you leave.
- Do not try and persuade your customer if they are saying no or having doubts.
- Do not stay too long at your customer's home.
- Do not call on people in a 'no cold calling' zone or on people who have a no calling notice on or by their door.

## General duty not to trade unfairly

A practice is unfair where:

- It falls below the professional standard of work and treatment of customers expected by a trader in that industry and;
- It affects the economic behaviour of the average consumer and impairs their decision to make an informed decision on whether to buy a particular product.

## Consumer Contracts information, cancellation & additional charges regulations

These regulations provide cancellation rights for consumers in certain circumstances, and details information that should be given to consumers before you enter into a contract with them.

This covers such things as your trading address, pricing, complaint-handling policy and cancellation rights.

If you do not give certain parts of this information, your customer may not have to pay.

You must make your customers aware of their cancellation rights. In very simple terms, cancellation rights usually apply where:

- The job costs more than £42
- You are at your customer's home
- You agree the contract with them there and then

There is a cooling-off period during which your customer can change their mind for any reason; in the case of goods, this starts from the date of the contract and ends 14 days after the day that the goods were delivered, or in the case of a service, from the date the contract was agreed.

This means that in addition to all the normal information you give your customer at the start of a job on your quotation and/or contract, you must also provide them with clear details of how they can cancel if they wish to.

If a customer wants you to start work before their 14 day cancellation period has ended, you must get them to agree this in writing. Using a simple 'permission to start work now' form is the best idea.

If your customer wishes to cancel after you have started the job, they must reasonably pay for any work you have already done up to that point. Urgent repairs (e.g. urgent call out to fix a problem) and bespoke goods are exempt.

## Other laws

## Looking after the environment

- Make sure that your work does not damage the environment.
- Dispose of any waste responsibly, safely and legally.
- Make sure you hold a waste carriage licence where necessary.

## Your advertising

When you speak about your business or write about it in advertising or on your website, make sure everything you say is:

- Legal – e.g. claiming you are a member of a trade association when you are not is illegal.
- Decent – your advert might be clever and funny, but could it offend someone?
- Honest – it's not fair to only give some of the information and miss out other important facts.
- Truthful - have you got evidence to support your comments if someone were to challenge them?
- Do not use confusing or misleading statements.
- Make sure you have evidence to support what you are saying.
- Only use genuine customer reviews and show the date they were received.
- Only use logos you are permitted to.
- Keep information on your headed paper and website up to date.

## Your customer information

You must ensure the way you collect, handle and store customers' personal information complies with data protection rules. Customer personal information includes their name, address, email address, phone number, photography and any record of the work they have had done.

- You must keep customers' information secure.
- If you use someone else to look after your database or to generate new business leads for you, make sure they are also compliant with data protection regulations.
- If you want to use an existing customer's details to send them promotional information, they must have the option to opt out of your communications at any time.
- If you want to promote your services to new contracts you have not dealt with before, you need to be able to prove that you have their express consent to call, email, text or contact them with your marketing messaging.
- Only keep information you need/will use for the purpose it was collected, and then only for as long as it is needed. Dispose carefully of any other information.
- Understand that people have a right to know what information you hold about them, and the right to update that information or object and have it deleted.
- If a customer asks you for a copy of their data, you must supply that information and cannot make a charge for doing so.

General Data Protection Regulation (GDPR) has tightened up how consumer information is stored and requires records to be kept demonstrating what you do with the data. Certain organisations are required to appoint a Data Protection Officer (DPO). If you are a large organisation (over 250 employees), some requirements are more complex. You will need to consult at the ICO website.

## Construction (Design and Management) Regulations 2015 (CDM 2015)

It is important to ensure that CDM responsibilities are agreed and understood at the beginning of your contract:

- If you are the only contractor, then you must take on the legal duties of your customer, in addition to your own. In practice, this should be no more than what you would usually do in managing health and safety risks.
- If you are the principal contractor (where more than one contractor is involved) you have CDM responsibilities.
- If your customer has not appointed a principal contractor, then your customer's duties must be carried out by the contractor in control of the construction works.
- If your customer has appointed an architect/ designer (principal designer) on a project involving more than one contractor, they can then manage the CDM, but you must then ensure that they have correct written consent from your customer or responsibility reverts to the principal contractor.

## Construction Phase Plan (CDM 2015)

Whether the only contractor, or the principal contractor you will be in control of the project. A simple plan before the works begin is usually enough to show that you have considered health and safety. You will be responsible for:

- Preparing a plan:
  - Start and finish dates.
  - When utilities will be connected/disconnected.
  - Building stages e.g. groundworks.
- Organising work:
  - Identify the main dangers.
  - How will you keep the site safe for all?
- Working with others to ensure health and safety:
  - Establish site rules.
  - Visible health and safety information.
  - Who will make decisions if things change e.g. timescales, materials.

You'll find more advice on health and safety regulations here:
www.hse.gov.uk/construction/cdm/2015/index.htm

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