

# Members Code of Practice



Membership of NAPIT's Scheme(s) is also known as Registration and is granted on the basis of initial and ongoing compliance with a range of requirements, including qualifications, experience, working practices and regulatory requirements. Once membership has been granted, all Registered Members must comply with this Code of Practice.

## Membership Requirements

### Inspection

1. Members must make themselves available for monitoring assessments.
2. Members must provide supplementary information or clarification of information where this is reasonably requested by NAPIT in order to satisfy membership criteria.
3. Members must allow their work, relevant business activities and associated documentation to be inspected by NAPIT or its agent.
4. Records of all work undertaken and the corresponding certification, guarantee arrangements, relevant documents etc must be retained for a minimum period of three years and must be made available for inspection at the NAPIT assessment visits.

### Regulations

5. Any work undertaken in dwellings must comply with the relevant Approved Document(s) of the Building Regulations and comply fully with Regulations 4 and 7 of the Building Regulations 2000, as amended.
6. All work undertaken must be completed in accordance with the requirements of the appropriate British Standards (or equivalent), applicable Statutory Regulations and manufacturers instructions and certificated as compliant wherever such certification is required.
7. Work that is defined within Building Regulations as notifiable must be notified to NAPIT in order that NAPIT can issue a certificate of compliance to the customer within the rules of self-certification.

8. Members must comply with, and may be asked to demonstrate policies on, Health & Safety at Work and Disposal of Waste.
9. Any work undertaken, which is outside a company's scope of registration, must be certificated by an appropriate competent person.

## **Organisation & Systems**

10. Registered Member Companies must at all times employ at least one technically 'competent person', who will meet the minimum technical competence criteria published for the scheme(s) for which registration is held.
11. Any change in the individuals identified in the above clauses, must be notified to NAPIT and may under some circumstances require a surveillance visit. If this is additional to normal monitoring, an additional charge may be made.
12. Members must have public liability insurance to the value of at least £2 million.
13. Members must have employer's liability insurance cover (where appropriate).
14. Members carrying out inspection, testing or validation work; or offering opinion or designs, must carry Professional Indemnity Insurance to the value of at least £250,000 in any one claim and in the aggregate.
15. A system must be maintained to record details of instruments used or hired, and their calibration or written accuracy verification program as appropriate.
16. Members must use NAPIT and TrustMark (if applicable) trademarks and logos, and make reference to NAPIT membership or registration strictly in accordance with the Branding Guidelines.
17. Members must at all times preserve the reputation and integrity of the NAPIT Scheme(s).
18. Members must not engage in any activity or practice which could result in public criticism of the NAPIT Scheme(s).

19. Once membership has ceased for whatever reason, the NAPIT logo may no longer be displayed by the ex-Member in any form whatsoever and all advertisements and respondents to advertisements featuring the logo must be informed immediately of the cessation of the registration. NAPIT will require from the ex-Member written evidence that this has been done within 21 days of expiry or expulsion.
20. Members should make sub-contractors aware of their NAPIT membership and the resultant obligations that this places on the sub-contractor to work to the standards required. Members should check and monitor that their subcontractors are working to the NAPIT Code of Practice.

## Customer Relationships

### Fair Trading

21. Members should at all times adhere to fair trading practices as defined by TrustMark (if applicable) and the Office of Fair Trading.
22. Members should be aware of their legal obligations with regard to the Sale of Goods Act, the Supply of Goods and Services Act and the Trade Descriptions Act. They should seek to follow guidance on these obligations and other fair trading matters given by the Office of Fair Trading ([www.offt.gov.uk](http://www.offt.gov.uk)).
23. Members should provide their membership number and show NAPIT identity cards to members of the general public when requested to do so.

### Quotes & Contracts

24. Members should provide quotations, estimates and invoices that are clear and unambiguous with no hidden costs or extras and should include all the work necessary for satisfactory inspection, testing and certification of the item or items specified.
25. Members' estimates and invoices must bear the VAT number and all prices will indicate whether they are inclusive of VAT (if VAT is applicable).
26. Members should provide their customers with a choice of materials or goods where appropriate, together with clear explanations of their relative merits and costs.

27. Members should give contracts for any works to be undertaken within the scope of their registration.
28. Members should obtain prior approval from the customer (preferably in writing) for any variation to the agreed work.
29. Members working in the domestic market should indicate (where applicable) to their customers that the work is covered by a Work Quality Guarantee (WQG).
30. All work notifiable under the Building Regulations in England & Wales must be notified to NAPIT and where not notifiable under the Building Regulations any domestic work undertaken by TrustMark members over the value of £250 (including VAT) is to be notified to NAPIT to trigger the WQG cover. Notification for domestic works under £250 is voluntary for all members who wish to provide WQG cover.

### **Cancellation Rights**

31. For all work over the value of £35.00 completed in the domestic market, members must provide the householder with a seven working day 'cooling off period' form, as required by The Cancellation of Contracts made in a Consumer's home or place of work etc Regulations (2008). The cooling off period form must provide details of how the contract can be cancelled, together with name and address of the person to contact.

### **Standards of Work**

32. Members must at all times reach the standard of workmanship required by NAPIT and must adhere to guidance issued as appropriate.
33. All members shall use their best endeavours to agree and abide by a programme of works detailing start and finish dates with their customers before commencement of work.
34. All members should ensure that any remedial work consequent upon the practical completion of a contract is finished to a good standard and in accordance with the agreed timetable.

### **Complaints**

35. Members must operate a fair and expeditious complaints process and must recognise that in the first instance they are responsible for the resolution of complaints against them.

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36. Members must cooperate fully with any investigation carried out by NAPIT with regard to a complaint made about the Member. The member will provide all relevant documentation and will appoint a representative to handle the complaint.
37. If a complaint investigation finds against a Member, the Member shall comply fully with any remedial or improvement action imposed by NAPIT at their own cost and accepts that NAPIT may charge for any additional site inspections that may be required.
38. NAPIT may suspend or withdraw registration from a Member, or may place conditions on continuing registration. In such cases the Member shall cooperate fully with instructions issued by NAPIT.
39. Where a Member wishes to appeal against a decision made by NAPIT through the complaints process, they shall follow the guidelines given in the Appeals Procedure which shall be made available on request.

NAPIT reserve the right to make amendments to this Code of Practice as may be required in relation to its Government approved schemes and to ensure compliance with the current regulations. Both printed and electronic formats are available, the electronic format is located upon the NAPIT website. Where a conflict occurs the electronic copy will be applied.



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