



## Fenestration Compliance Guarantee Terms and Conditions

The Fenestration Compliance Guarantee covers work completed by CORGI Fenestration Scheme registered companies, within the scope of their registration, that has been notified to CORGI Fenestration in accordance with the Building Regulations.

If you are unsure about the quality or suitability of the work carried out by your tradesperson you should in the first instance attempt to resolve the issue with them. If the issue cannot be resolved with your tradesperson please contact CORGI Fenestration for guidance.

If you wish to make an official complaint please see our Consumer Complaints Guide which can be found on the CORGI Fenestration website. [www.corgifenestration.co.uk](http://www.corgifenestration.co.uk)

### **SCOPE OF GUARANTEE**

The scope relates to the installation of replacement windows, rooflights and doors in dwellings.

The Primary Guarantee is that, for a period of six years following installation, the installation company guarantees to return and rectify any non-compliance with the Building Regulations that relates to an incorrectly completed installation carried out within the scope of their registration.

If the installation company has ceased to trade and work is found to be non-compliant with the Building Regulations the following protection is in place for consumers:

The Fenestration Compliance Guarantee will correct non-compliance with Building Regulations for a period of up to six years from the date of installation (or the period of a product manufacturer's guarantee if this is shorter); provided work was carried out under contract and has been correctly notified to CORGI Fenestration.

Please note:

Work carried out in a dwelling owned by a local authority or housing association at the time of the installation will not be covered by this guarantee and claimants should contact the building owner;

Work carried out under a subcontract where the main contractor was liable for providing protection (for example, new house warranties) may not be covered by this guarantee and claimants should contact the main contractor;

## TERMS AND CONDITIONS

The following Terms and Conditions apply.

1. The Fenestration Compliance Guarantee will provide protection only in relation to the installation of windows, rooflights and doors in dwellings.
2. Where the installation company is still trading (irrespective of whether they are registered with CORGI Fenestration, or whether they have ceased carrying out the type of work originally installed) they remain liable for their work and subject to the Primary Guarantee. A sole trader or partnership remains liable unless they are bankrupt or older than the state pension age (see [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk))
3. An excess of £50 is applicable to each claim;
4. The Fenestration Compliance Guarantee will cover the cost of rectification work up to a maximum of £5,000 or the original contract value (whichever is lower);
5. Installation work must not be older than six years;
6. If the claim relates to a product and the manufacturer's guarantee is less than six years, the claim must be within the period of the manufacturer's guarantee;
7. There must be sufficient evidence to determine fault;
8. If other warranties or complaint processes are in place and are deemed to supersede those of CORGI Fenestration, the Fenestration Compliance Guarantee will not apply;
9. The cost of rectifying any consequential damage associated with the claim is not covered;
10. The cost of rectifying any work or elements of work outside the scope of registration of the installation company at the time of installation is excluded;
11. The cost of rectifying any work or elements of work not identified on the Building Regulations Compliance Certificate issued at the time of installation is excluded;
12. Any reduction in value or loss of enjoyment, use, income, profit or opportunity, inconvenience, distress or any other kind of consequential or economic loss is excluded;
13. Rectification of work required due to the use of defective materials which were correctly installed is excluded;
14. That part of any claim where CORGI Fenestration's right of recovery is restricted by any contract is excluded;
15. The cost of routine maintenance, overhaul or modification or loss or damage arising therefrom is excluded;
16. Loss caused by fair wear and tear, sunlight, storm or deterioration due to neglect in maintenance, shrinkage, dampness or condensation due to normal drying out or attributable to any central heating installation or a non-existent or ineffective damp-proof course is excluded;
17. Any loss, liability, damage or defect caused by any peril capable of being insured under a commercial liability, property, household or similar policy of insurance whether or not such insurance is effective or in force at the time is excluded;
18. Any loss, destruction, damage, liability or expense of whatsoever nature arising directly or indirectly from or in connection with war, terrorism, nuclear or radioactive contamination risks is excluded;

For the avoidance of doubt, the purpose of this Fenestration Compliance Guarantee, is to rectify non-compliant work, it is not a compensation scheme. No monetary payments will be made to either the householder or to any third party. This includes situations where a third party has been employed, by any party other than CORGI Fenestration, to rectify faults.