



# Locksmith Scheme Rules

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## INTRODUCTION

These are the Rules of the **CORGI Fenestration** Skilled Locksmith Scheme which provides registration services to companies that carry out the installation, repair or replacement of locks in association with fenestration products in dwellings and non dwellings.

These Rules constitute a binding agreement between **CORGI Fenestration** Scheme and each Registered Company.

The Scheme includes:

1. Listing on the National Skills Register of all qualified individuals
2. Use of the CORGI Fenestration database to manage employees and register works
3. Provision to the consumer of a CORGI Fenestration installation certificate
4. Use of the CORGI Fenestration Skilled Locksmith and CORGI Fenestration Registered Company Logo(s)
5. A skilled locksmith ID card
6. Web based consumer search facility
7. Independent Consumer review using "Rate my Installation"

## DEFINITIONS

In these Rules the following terms shall have the following meanings:

**“Fenestration”**: The design and disposition of windows and other exterior openings of a building.

**“Fenestration Products”**: - windows, roof windows, roof lights, doors, roof lanterns, conservatories, orangeries, glass extensions, sun rooms, tiled roof glass extensions, replacement conservatory roofs, porches, shop fronts, curtain walls, fascia, bargeboard, cladding, soffits, windowsills, guttering and downpipes.

**“Dwelling”**: - one self-contained household space or two or more non-self-contained household spaces at the same address.

**“Non-Dwelling”**: - anything other than one self-contained household space or two or more non-self-contained household spaces at the same address.

**“Notification”**: - the process of recording all of the fenestration works carried out at a property.

**“Installation”**: - the installation of locks in association with fenestration products in dwellings and non dwellings in United Kingdom.

**“Registered Company”**: - a business which is a Registered Company with the Scheme. and is a sole trader, partnership, private limited company, public limited company, public body or other legal entity carrying out the installation of locks in association with fenestration products in dwellings and non dwellings in United Kingdom.

**“RateYourInstallation”**: independent consumer ratings service

**“National Skills register”**: a register of qualified individuals working within the fenestration sector

**“Qualified individual”**: Individual who has achieved a CORGI Fenestration recognised qualification

**“Person”**: - an enterprise or individual acting as a business.

**“Data”**: - means the Registered Company data and third-party data collected by the Scheme from the Registered Company.

**“Losses”**: - means any and all damages and losses, liabilities, judgements, demands, fees, costs, expenses (including legal fees and disbursements on a full indemnity basis) and including the following categories of loss and damage whether foreseeable or otherwise and howsoever caused: (A) loss or damage (whether direct or indirect) of or to a business, profit, revenue, reputation or goodwill and anticipated savings; and (B) any incidental, indirect, special, consequential or punitive loss or damage.

**“Territory”**: - means the UK market.

**“DPA”**: - the Data Protection Act 1998, including all amendments and secondary legislation related thereto and codes of practice issued by the Information Commissioner from time to time.

**“Skilled Locksmith Logo”**: - the logo to be used by Skilled Locksmiths to indicate their registration on the National Skills Register,

**“CORGI Fenestration Registered Company Logo”**: - the logo to be used by registered companies,

**“Site”**: - [www.CORGIFenestration.co.uk](http://www.CORGIFenestration.co.uk)

## APPLICATION

Registration with the Scheme is open to any business (whether a limited company, partnership, limited liability partnership, firm or other unincorporated body), which meets the eligibility criteria set out in these Rules.

To be eligible for registration with the Scheme ALL businesses must:

1. carry out the installation and/or repair of locks in association with fenestration products in United Kingdom;
2. agree to be bound by these Rules and sign a declaration in such form as the Scheme shall require;
3. submit to the Scheme a written application for certification to become a “Registered Company” using the Application Form specified by the Scheme;
4. be, or employ, skilled locksmiths that have satisfactorily completed an approved training course and competence evaluation;
5. hold company insurance appropriate to the size and type of Registered Company;
6. maintain a register of the skilled locksmiths it employs;
7. hold current DBS disclosure certificates in relation to its skilled locksmiths;
8. operate an internal complaints process which complies with the Scheme requirements;
9. have sufficient resources available to it to perform its contractual duties;
10. employ, or have access to, a sufficient number of personnel to cover its operations related to its scope of certification. The personnel shall be competent/qualified for the functions they perform;
11. where the company subcontracts to another the company it shall include in the contract requirement that the subcontractor complies with all requirements of the contractual terms agreed with the customer and ensure that the subcontractor has the necessary skills and competence for the tasks subcontracted. The company shall retain overall responsibility for compliance for all work subcontracted;
12. shall at all times comply with the Consumer Act;
13. shall clearly identify to customers their rights in relation to consumer protection and Alternative Dispute Resolution;
14. ensure that the installation complies to the appropriate Standards, Legislation and Building Regulations;
15. provide notification of all works carried out to the Scheme within a period of 21 days of the completion;

## ONGOING REGISTRATION

The Registered Company and/or individual shall continue to meet the eligibility criteria set out in application and in addition shall:

1. pay all fees, transaction processing charges, audit charges and any other charges levied by the Scheme from time to time as notified by the Scheme to the Registered Company;
2. have notified a minimum of 20 installs within the last 12 month period. Failure to complete the required level of notifications may result in the company registration becoming void. Companies carrying out lower levels of installs who wish to remain a registered company will undertake an additional renewal audit;
3. submit to and co-operate fully with any required audits by the Scheme;
4. maintain their DBS disclosure certificates in relation to its skilled locksmiths;
5. within such period as shall be reasonably specified by the scheme rectify any failure to comply with these Rules or any other requirements of the Scheme notified to the Registered Company;
6. provide such information as the Scheme may require from time to time to demonstrate compliance with these Rules;
7. notify the Scheme immediately in writing if the Registered Company ceases to trade for any reason including, without limitation, through bankruptcy, insolvency, or any similar process;
8. notify the Scheme immediately in writing if any change occurs to the Registered Company (including changes to its ownership, management, services, resources or staff) which may affect its ability to comply with these Rules;
9. keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to the Scheme when requested;
10. offer the same level of cooperation with local consumer advisers or any other intermediary acting on behalf of a customer when making a complaint as it would to the complainant;
11. be responsible for any costs and expenses incurred by the Scheme arising directly or indirectly out of any breach by the Registered Company of these Rules;
12. comply with any changes to the requirements of the Scheme within agreed timescales;

## LEAVING THE SCHEME

### Cancellation by Registered Company

The Registered Company may cancel its registration under the Scheme at any time by giving to the Scheme not less than 30 days' written notice of cancellation.

Notwithstanding such cancellation, the Registered Company and/or individual will remain bound by the following obligations:

- a) shall remain responsible for any outstanding debts to the scheme including, without limitation, outstanding payments for audits and any unpaid sums arising out of any cancelled direct debits and any other fees so incurred.
- b) must cease all use of the Scheme name and the Scheme Logos immediately and comply in all other respects with such Rules.

Failure to adhere to any of these conditions will be deemed to amount to a breach of the Scheme Rules (notwithstanding the termination of the registration under the Scheme) and all company details will be removed from the public domain.

## BREACHES OF THE RULES

Any breach of the Scheme Rules will be investigated in the first instance by the Scheme and the appropriate sanctions as determined by the Scheme will be applied which may include suspension of the registration of the Registered Company.

The Registered Company shall be responsible for any breach of the Rules on the part of any manager, servant or any other person directly or indirectly employed by them or acting on their behalf.

## RIGHT TO APPEAL

In the event that a registered company disagrees with an action and/or decision taken by **CORGI Fenestration** the Company has a right to appeal using the **CORGI Fenestration** appeals process.

## DATA PROTECTION AND PRIVACY

### The Registered Company

The Registered Company must abide by the requirements of General Data protection Regulations (GDPR) and the Data Protection Act and specifically the Registered Company confirms that it has the right to provide the data to the Scheme for the purposes set out in these Rules.

The Registered Company confirms that all customers have given their valid written consent and, where required under the GDPR, their explicit consent to the provision of the data by the Registered Company to the Scheme and to the processing of the data by the Scheme for such purposes.

### CORGI Fenestration

**CORGI Fenestration** will process data in accordance with GDPR and the Data Protection Act 1998. Data will be stored for certification and registration purposes and we will:

- Process data to deliver the services CORGI Fenestration has contracted to provide you with. These include administration of registration, provision of technical updates, promotion and administration of events, and the promotion and administration of CORGI Fenestration.
- Data will be held and processed for the purposes of administering your registration.
- Only those staff who have a legitimate need to access data will be authorised to do so
- Reserve the right to conduct a credit check.
- Share information with third parties contracted by **CORGI Fenestration** to conduct certification activities on our behalf.

## USE OF MARKS

The Brand Guidelines detail the rights and obligations of the Registered Company in respect of the use of the Mark(s) and includes the use of and reference to:

**CORGI Fenestration** Skilled Locksmith logo

**CORGI Fenestration** Registered Company logo

And the words:

**CORGI Fenestration** Scheme, **CORGI Fenestration**, **CORGI Fenestration** Registered Company, **CORGI Fenestration** Registered, **CORGI Fenestration** Skill Register, **CORGI Fenestration** Approved, **CORGI Fenestration** Skilled Locksmith

Collectively these are referred to as “the Mark(s)”.

The logo template(s) will be supplied by the Scheme.

# TERMS AND CONDITIONS

## Interpretation

If in the interpretation of any of these Rules there shall be any dispute or difference of opinion, it shall be referred for resolution to a meeting of the Certification Committee whose decision on such matters shall be final and binding on all concerned.

## Amendments to the Rules

These Rules may be amended by the Scheme from time to time by notice given on the website at [www. CORGI Fenestration.co.uk](http://www.CORGI Fenestration.co.uk). Any such amendments shall become binding on all Registered Companies 7 (seven) days after such notification taking place. If a Registered Company is unhappy with any such amendment, it may terminate its registration with the Scheme by giving notice to the Scheme within that 7 (seven) day period. In the event of such termination no refund of any fees shall be made to the Registered Company.

## Liability

The Registered Company shall indemnify the scheme from and against any Losses suffered or incurred by the Scheme arising out of or in connection with any such products or services.

Save in respect of death or personal injury caused by the negligence of the Scheme or any fraudulent misrepresentation (for which the Scheme shall have unlimited liability), the Scheme shall have no liability to any Registered Company for any loss of profit, loss of business, contracts or goodwill, loss of or corruption of data (in each case whether the same is direct or indirect) or for any indirect, special or consequential loss or damage which arises out of or in connection with the performance or non-performance by the Scheme of any of its obligations under these Rules or in connection with the Scheme.

Save in respect of death or personal injury caused by the negligence of the Scheme or any fraudulent misrepresentation (for which the Scheme shall have unlimited liability) the maximum aggregate liability of the Scheme to any Registered Company in contract, tort or otherwise howsoever arising out of or in connection with the performance or non-performance by the Scheme of any of its obligations under these Rules or in connection with the Scheme shall be limited to 150% of the fees paid by such Registered Company to the Scheme in the 12 months preceding the event or occurrence giving rise to such liability.

## Force Majeure

The Scheme shall have no liability for any delay in or failure to perform its obligations under or in connection with the Scheme where the same is caused by any event or occurrence beyond the reasonable control of the Scheme.

## Waiver

The waiver or forbearance or failure of the Scheme in insisting in any one or more instances upon the performance of any provisions of these Rules shall not be construed as a waiver or relinquishment of its right to future performance of such provision and the Registered Company' obligation in respect of such future performance shall continue in full force and effect.

### **Assignment**

The Registered Company shall not be entitled to transfer, assign, sub-contract or otherwise dispose of (including by way of declaration of trust) any of its rights or obligations under these Rules.

### **Invalidity and Severability**

If any provision of these Rules shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Rules which shall remain in full force and effect.

### **Notices**

All notices given under these Rules may be given by hand or sent by first class mail, recorded delivery or email in the case of notice to the Registered Company to the address or email address most recently provided by it to the Scheme and, in the case of notice to the Scheme to the address, email address given on the Scheme website. Notices given by hand shall be deemed to have been served on the date of delivery and notice served by pre-paid first-class post shall be deemed to have been served on the second day after posting save that in either case if such day is not a working day notice shall be deemed served on the next working day thereafter.

Notices served by email shall be deemed to have been served on the date of transmission provided that a confirmation copy is also sent by pre-paid first-class post within 24 hours after transmission.

### **Governing law and jurisdiction**

These Rules shall be governed by English law. Any dispute arising under or in connection with these Rules shall be subject to the exclusive jurisdiction of the courts of England and Wales.