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CODE OF PRACTICE FOR FPA MEMBERS

The codes of practice for Installation and Manufacturing members are detailed below. Members who manufacture and install must comply with both codes of practice where relevant to their business activity.

Members who act as professional advisors must belong to a recognised institute or other body and must comply with and be regulated by that organisations code of practice and membership requirements. They must also keep in force adequate Professional Indemnity Insurance as must any other member who offers professional advice.

1.0. CODE OF PRACTICE FOR FPA INSTALLATION MEMBERS

The Code of Practice represents a binding commitment on the part of each Member Company of the Association to work towards the highest standards of quality, integrity, safety and reliability.

Each Member shall observe and comply with the following requirements in all of its manufacturing, construction and installation activities, provided that the contract under which they are working is based upon fair and reasonable terms and conditions.

1.1. STANDARD OF WORKMANSHIP

The Member shall carry out works to the highest standard of workmanship and all materials used shall be free from defects and fit for purpose for which they are acquired from companies or individuals which comply with all relevant Health and Safety legislation including in particular the requirements of COSHH.

All workmanship, goods and materials shall comply with the contract requirements and shall be to the reasonable satisfaction of the client.

All work shall be monitored regularly to ensure that no defects occur to workmanship or material failings, therefore providing work of the highest standard.

Members who install flood protection systems shall be able to provide technical representation to Manufacturer Members in order to assist with the correct installations or application of their product.

1.2. EMPLOYMENT

The Member shall take all steps to ensure that all skilled labour is employed under adequate vetting procedures.

The Member shall operate a fair and reasonable pay structure for their employees and the Members shall not discriminate unlawfully or improperly in respect of employment.

1.0. CODE OF PRACTICE FOR FPA INSTALLATION MEMBERS

1.3. RECORDS

The Member shall keep acceptable records regularly maintained of all labour employed.

1.4. QUALITY ASSURANCE

The Members shall demonstrate a commitment towards a Quality Assurance system to comply with BS EN ISO 9001 : 2000.

1.5. SAFETY

The Member shall demonstrate that they are adopting a positive commitment to Safety and at all times is working within the current Health and Safety at Work Act.

1.6. TRAINING

The Member shall demonstrate a positive commitment to training and shall take all necessary steps to ensure that all operatives and staff receive correct and continuing training in all relevant aspects of the work, in compliance with the FPA Training Mandate. Where appropriate membership of the CITB will be required.

1.7. SUB-CONTRACTING (EXCLUDING SCOTLAND)

Where installation works are sub-contracted, the Member shall ensure these are carried out by a competent and bona-fide company or firm which has demonstrated that they have properly trained staff and is adequately insured.

1.8. BUSINESS INTEGRITY

The Member shall observe the highest standards of business integrity in all of its business dealings, and shall act as a committed member of the Association.

1.9. CHANGE OF SPECIFICATIONS

A practice that must be discouraged and should only ever take place after consultation with Manufacturer and Client and should only be for equal or other approved materials.

1.10. SUBSCRIPTION

The member shall pay their annual subscription fee within 30 days of the issue of an invoice by the FPA administrator. Late payment may incur extra costs for recovery for which the member will be held liable.

It is expressly understood that the membership shall continue until the member provides 1 month's written notice of termination to the FPA administrator or the member is expelled following action under section 2.0 of this code of practice.

The annual subscription will not be discounted or refunded in the event that a member should resign or be expelled part way through a year that the annual subscription has been paid or has become due.

Members will vote on any changes to annual subscription fees and any increase in fees must be approved by the majority of members at an Annual General Meeting.

2.0. APPLICATION AND ENFORCEMENT OF THE CODE OF PRACTICE FOR INSTALLATION MEMBERS

The Code of Practice shall form part of the Constitution of the Association.

2.1. All Members shall comply with the Association's Code of Practice.

2.2. No established company shall be admitted to full membership until it has demonstrated its commitment to quality and integrity to the entire satisfaction of the members, or as delegated, and until it has formally undertaken to comply with the Association's Code of Practice.

2.3. Newly established companies will only be admitted as Probationary members and will only be made full members when they had been able to comply with clause 2.2 above.

2.4. In the event that any Member fails to comply with the Code of Practice the Member shall receive a written warning from an appointed Disciplinary Committee together with advice on compliance with the Code of Practice, which they should clearly demonstrate compliance with within one month of the written warning.

2.4.1 In the event of non-compliance under the written warning or a further repeated failure to comply with the Code of Practice within one year of the written warning noted under 2.4. the Member shall be referred to the Chairman and may be either suspended or expelled from the Association.

2.5. In the event that any other Member or the Executive Committee receives a complaint arising out of an alleged breach of the Code of Practice, the following complaints procedure will be used.

2.5.1. An appointed Disciplinary Committee will write direct to the offending Member requesting that either the problem is dealt with immediately or the company is represented at a sub-committee meeting to discuss and agree a course of action to rectify the problem.

2.5.2. The offending Member will be given a reasonable time, relative to the scale of the complaint and the project, to rectify the problem and report direct to the Disciplinary Committee that the matter has been resolved.

2.5.3. In the event that the matter is not resolved to the entire satisfaction of the Disciplinary Committee the Member may be suspended or expelled from the Association.

2.5.4 At all stages of the Enforcement procedure the member has the right of appeal. Any appeal will be heard by and dealt with the by the Chairman and one other senior officer of the Association neither being members of the Associations appointed disciplinary committee.

3.0 CODE OF PRACTICE FOR FPA MANUFACTURING MEMBERS

This Code of Practice for Manufacturer Members represents a binding commitment on the part of each Manufacturer Member of the Association to work towards the highest standards of quality, integrity, safety and reliability.

Each Manufacturer Member shall observe and comply with the following requirements in order to fully support the Member/ Members of the Association.

This Code of Practice for Manufacturer Members forms part of the Constitution of the Association and should be read together with other relevant documents to which the Manufacturer Members are committed where appropriate.

3.1. STANDARD OF PRODUCT

Manufacturer Members shall ensure that those items, which they provide to members, consumers and contractors are of the standard of quality, reliability and to the accreditation as stated in their technical literature.

They shall be able to demonstrate a clear commitment to such National and International Technical Standards so that a satisfactory level of performance is ensured when the products are correctly installed.

Manufacturer Members shall be able to provide technical representation to Installation Members in order to assist with and ensure the correct installation or application of their product.

3.2. RECOMMENDATION TO THIRD PARTIES

Manufacturer Members shall, where reasonably practical, recommend suitable Installation Members of the Association to carry out works of the Flood Protection Association and allied activities.



Such recommendation shall not relieve the Installation Member of any potential contractual commitment, nor shall the Manufacturer Member be limited in his recommendations solely to Members of the Association.

3.3. SAFETY

Manufacturer Members will support Installation Members in all matters of safety and the safe transportation, storage and use of their products.

All statutory safety requirements shall be complied with.

3.4. TRAINING

Manufacturer Members shall demonstrate a positive commitment to the provision of technical and practical training both on and off site to ensure the safe use and competent application of their products and to enable the installation to be carried out to the highest standard of workmanship.

3.5. BUSINESS INTEGRITY

Manufacturer Members shall observe the highest standard of business integrity. They shall protect the interests of the Association at all times and act as a fully committed Member of the Association.

3.6. SUBSCRIPTION

The member shall pay their annual subscription fee within 30 days of the issue of an invoice by the FPA administrator. Late payment may incur extra costs for recovery for which the member will be held liable.

It is expressly understood that the membership shall continue until the member provides 1 month's written notice of termination to the FPA administrator or the member is expelled following action under section 4.0 of this code of practice.

The annual subscription will not be discounted or refunded in the event that a member should resign or be expelled part way through a year that the annual subscription has been paid or has become due.

Members will vote on any changes to annual subscription fees and any increase in fees must be approved by the majority of members at an Annual General Meeting.

4.0 APPLICATION AND ENFORCEMENT OF THE CODE OF PRACTICE FOR MANUFACTURER MEMBERS

The Code of Practice for Manufacturer Members shall form part of the Constitution of the Association.

4.1. Manufacturer Members shall comply with the Association's Code of Practice for Manufacturer Members.

4.2. No company shall be admitted to Manufacturer Membership until it has demonstrated its commitment to quality and integrity to the entire satisfaction of the Members of the Association, or to such a sub-committee of Manufacturer Members as

the Association may appoint and until it has formally undertaken to comply with the Association's Code of Practice.

4.3. Newly established companies will only be admitted as Probationary members and will only be made full members when they had been able to comply with clause 4.2. above.

4.4. In the event that any Manufacturer Member fails to comply with the Code of Practice for the Manufacturer Members, the Manufacturer Member shall receive a written warning from an appointed Disciplinary Committee together with advice on compliance with the Code of Practice for Manufacturer Members and the Constitution which they should clearly demonstrate compliance with within one month of the written warning.

In the event of non-compliance with a written warning or a further repeated failure to comply with the Code of Practice within one year of the written warning noted under 4.4. the Member shall be referred to the Chairman and may be either suspended or expelled from the Association.

4.5. In the event that any other Member or the Executive Committee receives a complaint arising out of an alleged breach of the Code of Practice, the following complaints procedure will be used.

4.5.1. An appointed Disciplinary Committee will write direct to the offending Member requesting that either the problem is dealt with immediately or the company is represented at a sub-committee meeting to discuss and agree a course of action to rectify the problem.

4.5.2. The offending Member will be given a reasonable time, relative to the scale of the complaint and the project, to rectify the problem and report direct to the Disciplinary Committee that the matter has been resolved.

4.5.3. In the event that the matter is not resolved to the entire satisfaction of the Disciplinary Committee the Member may be suspended or expelled from the Association.

4.5.4. At all stages of the Enforcement procedure the member has the right of appeal. Any appeal will be heard by and dealt with the by the Chairman and one other senior officer of the Association neither being members of the Associations appointed disciplinary committee.

CODE OF PRACTICE FOR AFFILIATED MEMBERS

Affiliated Members are bound by the full Codes of both Member and Manufacturer Members, as appropriate to their type of business.

Training

The Association is committed to develop a training scheme in conjunction with the CITB to achieve an NVQ in Construction and Civil Engineering Services – Flood Protection Installations level 2 and aim to act as an Assessment Centre. (A modern Apprenticeship and level 3 NVQ will then be developed).

The Association intends to appoint a special committee to investigate developing a partnership with a suitable training partner to train Assessors and to carry out Continuing Professional Development on our behalf of Association Members.

A training company may claim CITB grants to reduce its costs assuming it is "In Scope". Maximum grants at present amount to £450 per candidate.

Flood Protection Association Complaints Procedure

In accordance with the Complaints Procedure, the Chairman will appoint a Committee which will be made up of three committee members and one additional member as a non-voting Chairman. If involved by the customer the Trading Standards Officer, Surveyor or Solicitor, will be invited to sit on the Committee. The non-voting Chairman will minute the meeting.

The Committee would question the member on the volume of complaints and way they conduct their business. The Committee will have four options open to them as follows:

- Dismiss the complaint
- Recommend training or advice
- Recommend procedures to rectify the situation
- Expel from membership and Report to Trading Standards

If the member was not willing to go through this process or failed to offer representation the committee would proceed with the meeting in the member's absence.

It is the policy of the FPA to work very closely with Trading Standards to ensure that the Federation's reputation is enhanced and maintained. The FPA will keep detailed records of all formal complaints made against its members and tracks the volume and nature of complaints against each member company.

We remind members that the FPA is a Trade Association and that its complaints procedure is clearly not intended as a substitute for their own complaints handling service. If there are regular complaints against a company and it is clearly not handling these complaints in the professional manner that would be expected of an FPA member, the FPA will request that a director of that company appear before the Complaints Committee.

CLIENT CHARTER

What you can expect from an FPA Installer/Manufacturer/Advisor...

Choosing an Installer/Manufacturer/Advisor who's a member of the FPA means a really good start with any flood protection project. The FPA is a trade association that promotes professionalism and high quality workmanship among its members throughout the UK.

Only Installers/Manufacturers/Advisors who can prove their skills and good business standing are accepted as full members of the FPA, and the Associations logo on member's vans and stationery is intended to become widely accepted as a hallmark of an Installer/Manufacturer who takes pride in the quality of their work and who matches it with an equally well-run business.

In addition, the FPA Code of Practice means that you can expect the following professional and ethical working procedures and practice from the FPA Installer/Manufacturer/Advisor you have selected.

Before work begins:

- Your FPA Installer/Manufacturer/Advisor will try to make sure that you have all the professional advice you need on the project if it is a large or complex flood protection project. This may involve getting the support of engineers, surveyors or other specialist professionals. Some professionals are also members of the FPA.
- An FPA Installer/Manufacturer/Advisor will always provide you with a written quotation for your project and inform you if he has insufficient time or is otherwise unsuited to undertake it.
- The member will make sure that they have sufficient insurance cover for the contract.
- The members written quotation will state where appropriate the following:
 - the price.
 - what is included in the price.
 - what form of agreement will be used between you.
- The contract with Installer/Manufacturer will state where appropriate the following:
 - how long the job will take
 - when the work can start -any work to be undertaken by the client and key dates -key delivery dates.
 - whether the work is covered by any warranty, together with details of any such cover.
 - payment terms.
 - a copy of the members standard terms and conditions.

Whilst work is in progress:

- Your Installer/Manufacturer/Advisor will proceed with the work according to the agreement between you and will brief you regularly on progress.
- If there are unavoidable problems or delays you will be informed of these as early as possible.
- Your Installer/Manufacturer will supply you with samples of all materials and fittings for prior approval.
- If there are changes to the work specified or extra costs, these will be confirmed in writing and agreed with you before such additional work begins.
- Your Installer/Manufacturer/Advisor and his employees will at all times treat you and your property with respect and ensure that the working site remains a safe and healthy environment.

When the work is complete:

- Your Installer/Manufacturer will leave the site clean and tidy and ready for use.

- Any relevant operating instructions and guarantees will be handed over to you, and you will be properly briefed about any relevant maintenance or operating issues and given training if necessary.

A date will be arranged for your Installer/Manufacturer to return and deal with any defects which may have arisen during the first few months.

Help yourself and your FPA Installer/Manufacturer by following these simple guidelines - and make sure of a result you'll be proud of.

Before work begins:

- If necessary get competitive quotes from more than one Installer/Manufacturer, and make sure they understand exactly what you want done.
- Ensure you have funds available when needed.
- Choose an Installer/Manufacturer with a proven track record in the kind of work you're having done.
- Use an approved form of contract and sign it before work begins, or alternatively, agree a daywork rate subject to normal terms and conditions (this can be a suitable arrangement for emergency or minor works.)
- Make sure that you understand the quotation and agreement and that it is signed and accepted by both you and your Installer/Manufacturer.
- Ensure that the site is cleared and ready with any agreed work to be done by you completed for the Installer/Manufacturer to start work.
- Make sure your Installer/Manufacturer has unhindered access to the site or if access is going to be limited make sure your Installer/Manufacturer has been fully informed.

Whilst work is in progress:

- Develop a good working relationship with your Installer/Manufacturer/Advisor. If you have any concerns about the work, discuss them right away.
- Keep extras to a minimum and instruct your Installer/Manufacturer in a timely manner in writing about all variations to the specified work
- Choose materials and finishes carefully and approve them before use.
- Make any staged or up-front payments promptly as agreed in the contract and any payment for additional work as agreed.

When the work is complete:

- Report any urgent defects to your Installer/Manufacturer promptly and in writing.
- List any non-urgent defects for your Installer/Manufacturer to correct at an agreed time.
- Settle the final account promptly.
- If for any reason you have a complaint make sure that you follow the proper complaints procedure.