

Each contracting Frame Manufacturer or Contractor member of the Rural and Industrial Design and Building Association (RIDBA) shall subscribe on an annual basis to the terms of this Code of Practice which aims to:

- **Establish high standards for the conduct of the work undertaken and products and services supplied by Members.**
 - **Lay out clearly for clients, not normally covered by forms of contract, the terms under which registered members of the Association shall operate.**
1. The Contractor (1), unless engaged under a form of contract, shall obtain from the client information on the latter's requirements and shall offer the necessary technical and contractual advice in plain language.

Note

(1) Contractor refers to a RIDBA Contractor member who is working on site (groundworker, steel erector, cladder or general contractor) or installing a framed structure.

2. The Contractor will not quote for an unsuitable project.
3. The Contractor shall arrange, and at all times maintain adequate insurance cover in respect of employer's and public liability.
4. Thereafter, the Contractor shall present to the client a clear quotation (either a fluctuating or fixed price with a defined period for acceptance) or estimate (where the cost of the works may alter once the structure has been examined in detail). The written quotation will plainly state: the price of the work, what is included and what form of agreement or contract will be used.
5. Once the parties agree to the resultant written quotation or estimate, either verbally or in writing, a contract shall exist between them. This should be confirmed in writing.
6. Quotations or estimates shall be written so as to be legible, comprehensive and easily understood. These must also show clearly whether VAT is applicable and at the current rate.
7. The Contractor shall proceed with the work according to the agreement between the Contractor and the client and keep the client informed of progress.
8. Where there are changes to the work specified or extra costs are involved, the Contractor will, whenever possible, inform the client and reach agreement with them before starting/ continuing with work.
9. The Contractor shall comply with the regulations laid down by the Health and Safety Executive and, at all times, work to an acceptable health and safety plan.
10. A Contractor shall complete each contract:
 - a. On time, as agreed in the contract but with provision for weather, unforeseen circumstances or agreed variations to the work and other factors outside the Contractor's control. Where delay is likely to occur, the Contractor shall give due notice to the client.
 - b. Unless the client has failed to make agreed payments, is in serious breach of contract, if there is some other substantial valid justification or the contract has been terminated.
11. The Contractor shall repay any deposits and pre-payments promptly and in whole should a contract be cancelled through no fault of the client less any direct costs incurred.
12. The Contractor shall ensure that they have an adequately supervised, trained and qualified work force and ensure that nets, competently rigged, and adequate edge

- protection or acceptable alternative fall protection is used on site at all times when working at height.
13. Each Contractor shall execute each contract in accordance with current building regulations, relevant British or European Standards or other technical approved accreditations operative at the time, and codes or practice relevant to the work being carried out.
 14. The Contractor shall take all reasonable precautions to ensure that materials used are 'fit for purpose' and of satisfactory quality.
 15. Where a client seeks to disregard a Contractor's advice on work to be carried out, or materials to be used, the facts shall be recorded in writing.
 16. All Frame Manufacturers, as a condition of membership, shall ensure, where applicable, that their materials meet BS/EN standards and are CE marked and have independent third party assessment.
 17. The Contractor shall ensure that their employees treat both the client and their property with respect and ensure that, unless otherwise agreed with the client, they will leave the site clean and tidy.
 18. The Contractor shall inform RIDBA if they are prosecuted by the Health & Safety Executive (HSE) for any reason.
 19. Each RIDBA member shall comply with the RIDBA Complaints Procedure.

Complaints Procedure

Any complaint received by the Association will be investigated in a timely fashion. The complaint must be submitted in writing to the Secretariat who will carry out the following actions:

- Acknowledge receipt of the complaint within two working days
- Advise the complainant that the complaint will be investigated
- Ask for any further information that may be required to carry out the investigation
- Indicate a time scale of when the complainant should hear further from the Secretariat, which should be no longer than 28 days from the date of this letter
- Write to the member who is the subject of the complaint, setting out the complaint and asking for a formal reply within 14 days
- Advise either the Chairman or the Vice Chairman of RIDBA of the details of the complaint, then decide if a meeting is necessary and who would be the most competent person to consider the complaint; this could be an independent expert
- Once the reply is received from the member against whom the complaint was received, it should be considered by the sub-committee who would decide what further actions, if any, were required
- If the complaint is found to be unfounded the complainant will be advised of this by the Secretariat, giving details
- If the member is found to be at fault they should be given the opportunity to rectify the situation, if in the view of the majority of the committee the member does not satisfactorily rectify the situation they should be advised that their actions are at risk of bringing the Association into disrepute and if they still refuse to rectify the situation to the satisfaction of the sub-committee, the matter will have to be put before the Board, where the member will be expected to put his case. If the Board find that the Member is bringing the association into disrepute then the Board could decide to withdraw membership without the return of any membership subscriptions
- The complainant will be kept informed as necessary
- The complaints sub-committee may decide to recommend that Board publish the name of the member whose membership they recommend be withdrawn and the reasons for the withdrawal.