

INTRODUCTION

The Rural and Industrial Design and Building Association (RIDBA) is the recognised trade association for the modern agricultural and industrial buildings industry.

PURPOSE

The purpose of this Code of Practice is to provide members of RIDBA with practical guidelines with the aim of improving the quality of the service given by member companies and to improve standards across the industry. It represents a binding commitment on the part of each member of RIDBA to a high standard of quality, safety, integrity and reliability.

RIDBA, since its inception in 1956 (originally known as the Farm Building Association), has always actively encouraged the highest standards of product and workmanship combined with professional integrity of conduct and trading.

Compliance with this Code is mandatory for all members of RIDBA. As with any Code, this document does not explicitly cover every situation which may arise, but members are expected to always adhere to the spirit as well as the letter of this Code. There is a range of disciplinary procedures and sanctions built into this Code, including expulsion for persistent and/or serious breaches.

MEMBERSHIP

The association comprises of the following membership categories:

- Frame manufacturers – organisations which manufacture steel and timber frames
- Contractors – organisations which work in ground works, steel erection and cladding
- Suppliers – organisations who supply a good or service to the industry
- Affiliates – training providers and professional advisers
- Colleges – colleges and universities, primarily offering courses in agriculture
- Provisional – start-up frame manufacturers which have not yet achieved CE/UKCA certification
- Honorary – an individual who has helped RIDBA develop

Only approved members may use the RIDBA logo in their promotional material. You may check a company is a member of RIDBA by visiting www.ridba.org.uk.

APPLICATION PROCEDURE

All applicants for membership must be in business so as to meet the applicable criteria as set out in the definitions detailed above at the time of application during which time their trading practices should have been consistent with the requirements of this Code.

The Directors of RIDBA shall have total and absolute discretion to determine if an applicant is admitted as a member.

ADVERTISING

- a) All advertising shall be in compliance with all applicable legislation, subordinate laws for the time being in force and relevant orders, notices, Codes of Practice and guidance. All advertising must be legal, decent, honest and truthful and must not be misleading or create a false impression even if everything stated is literally true.

- b) Advertisements should not unfairly attack or discredit other products and advertisers or advertisements directly or by implication.
- c) If a member uses an alternative or trading name, all advertising and marketing material must clearly show the link with the member.
- d) For the avoidance of doubt, advertising includes but is not limited to the use of websites and all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Instagram, Tumblr and all other social networking sites, internet postings and blogs.

LAW

All transactions must be conducted in accordance with statutory and common law requirements of the country in which the contract is made, in particular any statutory or other legal requirements relating to the sale of goods so far as concerns the quality of the product and its fitness for purpose.

QUOTATION

Contractor members of RIDBA, 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.

Thereafter, the contractor member 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.

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.

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.

Members shall not quote for unsuitable projects. Prices or discounts quoted by the member or their agent shall be in no way misleading.

CONTRACT

Members shall provide customers with clear descriptions of the goods and/or services to be provided and use fair and plain contract conditions which clearly set out the rights and obligations of each party.

A contractor member of RIDBA 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.

Members 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.

PRODUCT INFORMATION

Like advertising, all product information shall be truthful and accurate. Customers should be advised on the operation and maintenance and safety features of the product where appropriate.

Frame manufacturers members, as a condition of membership, shall ensure, where applicable, that their materials meet BS/EN standards and are UKCA marked and have independent third party assessment.

Contractor members shall take all reasonable precautions to ensure that materials used are fit for purpose and of satisfactory quality.

SUB-CONTRACTING

Where the member company sub-contracts any of its work it shall ensure that its sub-contractor is a competent and bona fide firm with all appropriate insurance cover and shall also ensure that the sub-contractor complies with this Code of Practice. The member shall act with fairness and integrity in all its dealings with its sub-contractors.

STANDARD OF WORKMANSHIP

Contractor members shall execute each contract in accordance with 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.

The member company shall observe a good standard of workmanship and any goods or materials supplied shall be of appropriate quality. All workmanship and materials shall comply with the requirements of the contract and shall be to the reasonable satisfaction of the client for whom the work is performed.

The member company shall check all its own work and shall ensure that all work is of a professional standard and carried out in a safe and timely manner.

Contractor members shall ensure that their employees treat both the client and their property with respect and ensure that, unless otherwise agreed with the client, the site is left clean and tidy.

SAFETY AND LIABILITY

Contractor members shall comply with the regulations laid down by the Health and Safety Executive (HSE) and, at all times, work to an acceptable health and safety plan.

Members shall inform RIDBA if they are prosecuted by the HSE for any reason and report any fatalities or major injuries.

Frame manufacturer and contractor members must maintain suitable risk assessments and method statements.

COMPETITION

Members shall not engage in price-fixing, market-sharing or any other unlawful anti-competitive practices restrictive to trade.

TRAINING

Members shall demonstrate a positive commitment to training and shall ensure that all operatives, supervisors, office staff and managers are fully trained in all aspects of work relevant to standards, safety and efficiency.

EMPLOYMENT

Members shall take all reasonable measures to ensure the welfare and stability of employment of all employees and shall fulfil all legal and other duties as an employer including maintaining adequate employer's liability insurance. Members shall not discriminate unlawfully or improperly in any aspect of employment.

Members are responsible for the conduct of their staff, employees, directors, partners, agents and those connected with their business. It is the member's responsibility to ensure that each and every person within their organisation conducts himself or herself appropriately and does not breach the terms of this Code. A breach by any person connected with the member will be treated as though it was a breach committed by the member itself and will be dealt with accordingly.

DISPUTES

Whilst the contents of this Code of Practice are intended to avoid the possibility of there being cause for complaint between members there may occasionally be a time when such a situation does arise. If so, the following procedure should be adopted:

- a) It is important that the members first try to settle any complaints between themselves in open and frank discussions. RIDBA is designed to operate for the benefit of all members and each member should bear this in mind when assessing the validity of any complaint. Members should be able to demonstrate that they have reasonably and in good faith attempted to reach a fair and reasonable compromise over any complaints before referring it to RIDBA
- b) If the members are unsuccessful in reaching a fair and reasonable compromise then they can refer the dispute in writing. RIDBA's mediation procedure will apply
- c) RIDBA reserves the right to charge a fee for any such dispute resolution procedures, such fee being notified to the parties as soon as possible after the referral and being payable by the parties prior to the mediation commencing

All RIDBA members shall comply with RIDBA's mediation procedure.

ENFORCEMENT

RIDBA will consider and if appropriate investigate alleged breaches of this Code of Practice by a disciplinary committee. The disciplinary committee shall consist of at least three members of the RIDBA Board and may allow members with relevant experience to form part of such disciplinary committee.

No member shall be allowed to form part of the disciplinary committee if they are materially a party to or involved with the alleged breach or if there is an apparent conflict of interest with any party involved.

The disciplinary committee will carry out its investigation in accordance with RIDBA's investigation and disciplinary procedures (as may be adopted, amended and superseded from time to time by the RIDBA Board).

In addition to the ability of members and non-members to bring complaints to RIDBA or to report alleged breaches of the Code of Practice, if RIDBA believes that any member is infringing this Code of Practice it shall be entitled to investigate accordingly and commence disciplinary proceedings on its own account.

The disciplinary committee shall notify the member of any allegation made against him at least 28 days before its meeting and will state whether or not the alleged breach requires any action to be taken.

If the member notifies RIDBA within 14 days of the receipt of the written confirmation of the decision of the disciplinary committee that they do not accept that decision then the matter will be referred to an independent arbitrator who shall be agreed between the parties or, if agreement has not been reached within 7 days, who shall be appointed using the Centre for Effective Dispute Resolution (CEDR) or, in the event that CEDR no longer exists or is capable of appointing an arbitrator, such other organisation with similar objectives. The costs of such arbitration shall be borne by RIDBA in the event that the member is found not to have breached the Code of Practice and by the member in all other cases or in such other proportions as the arbitrator shall otherwise determine. The decision of the arbitrator shall be binding on both parties.
