

December 2008

FENSA CEO urges Registered Businesses to immediately update all customer contracts to meet new regulations

FENSA is urging its Registered Businesses to make adjustments to the terms of all consumer contracts and sales practices to ensure that they comply with the updated 'Doorstep Selling' regulations that came into effect on 1 October 2008. If not, companies would be guilty of an offence under 'The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008', and could face fines up to £5,000.

All customer contracts must now contain a minimum of a seven-day cooling-off period in which a customer is given the right by a written notice, to exercise the cancellation of any written or oral contract. This is regardless of whether contracts are made as a result of solicited requests by customers, or not.

The updated regulations extend the existing law on cooling-off periods and cancellation rights for consumers. Traders will be required to provide the consumer with all of the following terms and conditions:

- A minimum cooling-off period of seven calendar days starting with the date of receipt by the consumer of a notice of the right to cancel from the trader
- The right within the cooling-off period to cancel a contract with a total payment value of more than £35
- Cancellation rights clearly and prominently displayed in any written contract, or displayed in writing if there is no written contract
- Provision to enable the consumer to cancel the contract, in a specified form.

The Regulations apply (subject to certain specified exceptions) to any "trader" (as defined) who enters into a contract with a consumer (whether written or oral) in the consumer's home, place of work, the home of another individual or an excursion organised by the trader away from his business premises.

The Regulations apply, but is not limited to, businesses providing goods and services such as:

- Traders who supply or fit windows in a consumer's home
- Home improvement
- Repair and maintenance services
- Energy efficiency products or installations
- Consumer goods and home ware

Graham Hinett, CEO, FENSA commented 'It is vital that Registered Businesses take action to ensure that every customer contract now incorporates the minimum seven day cooling-off period and written cancellation rights. If this is not included, the contract will be deemed an illegal arrangement; the customer can therefore cancel at any time of his/her choosing and you could be fined £5000. Please take action to protect yourself and your customers'

Further details on this updated regulation; please refer to the BERR website www.berr.gov.uk/consultations/page44191.html. Information is also available to FENSA registered businesses at www.fensa.org.uk. - ends -



Graham Hinett
CEO, FENSA

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FENSA - The industry standard for replacement windows and doors - trusted by consumers and local authorities

- Over 9000 Registered Businesses
- Over 6 million homeowner certificates sent
- Over 24% of households in England and Wales have used a FENSA registered installer

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Further Information:

FENSA

- FENSA stands for the Fenestration Self-Assessment Scheme. It has been set up by the Glass and Glazing Federation (GGF) and other industry bodies as a Competent Persons Scheme for the installation of replacement windows and doors.
- FENSA is the widely trusted, Government-authorized scheme which enables companies that install replacement windows and doors to self-certify compliance under the Building Regulations.
- FENSA Registered Businesses undertake over 90% of installations within England and Wales.
- FENSA has over 9000 Registered Businesses.
- FENSA has sent over 6 million homeowner certificates
- Over 24% of households in England and Wales have used a FENSA registered installer.
- FENSA Registered Businesses need to meet certain eligibility criteria which include:
 - Making a commitment to comply with all laws statutory regulations and Building Regulations in force.
 - Providing the consumer with a warranty or guarantee conforming to the requirements laid down by FENSA from time to time and covering the cost of completing rectification work in respect of defect
 - "Offering" an independent insurance policy conforming to requirements laid down from time to time by FENSA to customers to cover their guarantee should they for whatever reason cease to trade. In addition where deposits are taken it is a compulsory requirement that indemnity insurance is put in place at the time that the deposit is taken from the consumer.
 - Making a commitment to comply with statutory health and safety, and waste disposal, requirements.
 - Maintaining adequate employer's liability and public liability insurance

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