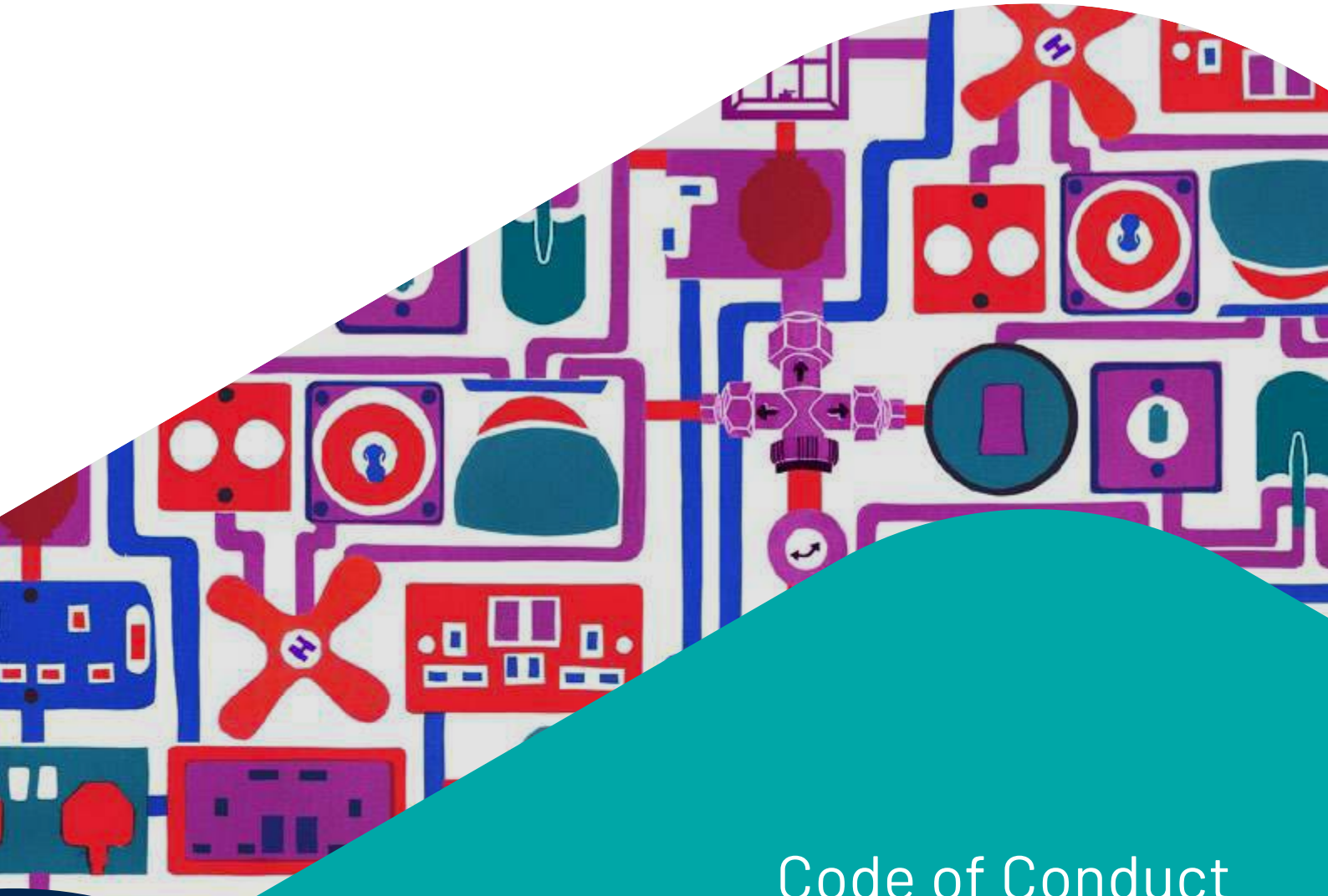
TRUSTMARK
Government Endorsed Quality



Code of Conduct

trustmark.org.uk

Contents

01 ..... Introduction

02 ..... You and Your Scheme Provider

03 ..... You and Your Customers

04 ..... You and Your Legislation

01

Introduction

TrustMark is the Government Endorsed Quality Scheme that exists to create enhanced confidence and choice for consumers engaging businesses to work in or around the home.

Consumers know that the TrustMark logo signifies a business has made a commitment to customer service and good trading practices, and that they have had the technical competence of their work regularly inspected to ensure consistent quality and adherence to standards.

This document outlines how you as a Registered Business will work with the TrustMark scheme to deliver these assurances to your customers.

This is achieved through a collaborative approach that enables you to work alongside TrustMark and your Scheme Provider; playing an active role in the continual improvement of standards across the industries you operate within, whilst identifying yourself as a trustworthy and competent installer.

Your engagement with TrustMark will largely be conducted through your chosen Scheme Provider, and this document provides information on how this relationship will achieve the best results for all parties.

This document also outlines your responsibilities regarding appropriate legislation, and provides full guidance regarding the laws that you, your employees and sub-contractors must follow when it comes to dealing legally with your customers.

This includes practical guidance that will ensure you provide a fair service to your customers and will offer you greater protection in the event of a dispute.

One of TrustMark's foremost responsibilities as an organisation is to create a benchmark of quality for Registered Businesses to adhere to when dealing with their customers. This document includes further information about your responsibilities, and guidance to help you get the best out of your relationships with your customers, protecting both parties in the event that something goes wrong.

These guidelines cover each stage of the customer journey and are designed to maintain clear, fair communications and efficient processes.

The final part of this document comprises the Customer Charter, which explains what your customers have a right to expect when they engage a TrustMark Registered Business to carry out work in their home.

This tells your customers how the TrustMark Government Endorsed Quality Scheme works and clearly outlines their responsibilities and obligations when engaging a TrustMark Registered Business.

02

You and Your Scheme Provider

Introduction

Your relationship with your Scheme Provider is very important and it doesn't just end when you have successfully registered with them as they will continually monitor your performance.

Follow these steps so you know what your Scheme Provider expects and can provide them with the right paperwork quickly and easily when asked.

Your application for the TrustMark

When you apply you must follow the correct process which will be explained to you by your Scheme Provider. You will need to pay all necessary fees.

As part of your application process you will need to have a pre-entry check where your paperwork and a recent job will be assessed. If you've been trading for less than 6 months there might be some extra checks. You will also have on-going annual checks to make sure you are continuing to work at the same standard. This will involve seeing some of your latest jobs again.

Keep copies of any trade or customer references and thank you's to show your Scheme Provider. All these things help the Scheme Provider to conduct a thorough background check on your business and customer satisfaction.

Make sure all your insurance policies are up-to-date.

You must tell your Scheme Provider straight away if you change:

- Your business name
- Your address
- Your contact details
- Your company structure (e.g. change of owner/ director)
- Your legal status (e.g. you become a Ltd company)

Don't forget to make these changes to your paperwork, business cards and website too.

Using the TrustMark brand

Make sure you only apply your TrustMark logo using the strict guidelines

- Don't change the colour or size
- Always use the one you have been given or have downloaded from the TrustMark portal
- It should only be used on your own company leaflets, website, posters, business cards, uniform etc
- If you want to use it for anything else, you must get permission from the TrustMark team in writing

TRUSTMARK
Government Endorsed Quality

The logo is really important as it lets customers know the high standard of you and your company.

If you see a firm using the logo when they shouldn't be, please let your Scheme Provider or the TrustMark team know.

Complying with the TrustMark Scheme

You must make sure you follow the *Code of Conduct** when you are working. Make sure your employees and sub-contractors are doing that too. You will need to show them the Code of Conduct and make sure they understand it.

*You & Your Scheme Provider, You & Your Customers and You & Legislation

Your paperwork

Before you agree a job with a customer you must always provide them with a written quotation. The table below shows you what is needed.

My quotation needs:
Your business name and contact details
Your company registration and VAT numbers (if applicable)
Your TrustMark registration
Customer's name/address/contact details
Full breakdown of work including costs
Total price (incl. VAT for domestic customers)
How long the job will take
Any delivery costs
Any deposit needed
Details of stage payments (if agreed)
Any guarantee/warranty you will be providing
Payment terms (how/when will customer have to pay)
Any access you need (e.g. to water/electricity)

Remember that customers often get more than one quote.

For jobs over £500, you must always provide a clear and detailed contract to your customer setting out what the work is. It should be easy to read and any terms and conditions you use should be simple and fair. It's best to use the TrustMark contract template but if you are using your own, the table below shows what you must include.

A contract needs:
Your company name and contact details
Your company registration and VAT numbers (if applicable)
Your TrustMark registration
An itemised description of the work you will carry out
Timetable for supplying goods and carrying out work
The total price (including VAT for domestic customers)
Include any extra charges (such as costs of licences, permissions, deposits or delivery charges)
Standard hourly rate or potential charges for any work arising from unseen circumstances, and how any contract variations will be dealt with
Your customer feedback and complaints procedure
Your business terms and conditions
Any after sales service or guarantee
Cancellation rights (where applicable)
Whether the contract is dependent on any other conditions, e.g. successful grant application

LEGAL TIP: If you miss out key information in your contract such as cancellation rights, or you don't explain the job properly then legally the customer may not have to pay either some, or all of the money.

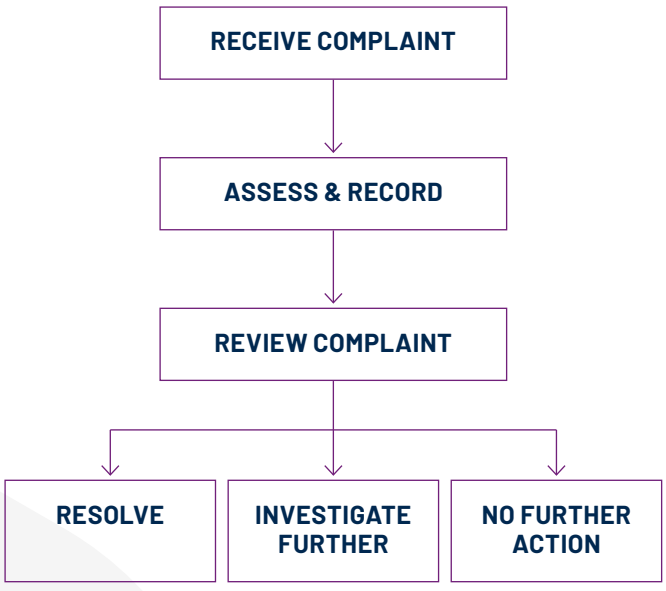
What if things go wrong?

You must keep a record of any complaints you receive. Your Scheme Provider will help you define the difference between a proper complaint and just an enquiry. Make sure you have a clear and well documented way of dealing with complaints quickly and easily:

CHECKLIST

- Make sure your customers understand how to make a complaint if they need to (your website is a great place to put this information)
- Have a good system for keeping records – you'll need to keep them safe (and compliant with data protection laws) for at least six years
- Make sure your staff and sub-contractors understand what to do if they receive a complaint
- Nominate one person who is responsible for recording all complaints
- Try to resolve the complaint as swiftly and politely as possible

EXAMPLE PROCESS
Dealing with complaints



Proving competence

You must follow the Code of Conduct, Code of Practice and any technical and professional standards and guidance that apply to your type of work and every trade and service you offer.

Don't forget that this applies to everyone working on the job.

CHECKLIST

How do you know your staff and sub-contractors are doing a good job?

- Do they understand what's involved in being a TrustMark business?
- Are they experienced?
- Do they have the right skills and know-how?
- How up-to-date is their knowledge?
- What about new people you might take on?
- Have you seen their previous work?
- Have you checked their qualifications or training?
- Do you keep all this information safely on file if you need to show your Scheme Provider?

Managing sub-contractors

As a TrustMark Registered Business, you are responsible for the sub-contractors that you employ to complete works – ensure they meet all the same competency skills and requirements as your staff.

03

You and Your Customers

Introduction

Your relationship and communications with the customer are critical to getting a good job done. This section advises you on what you should do, from before you start the work through to completion.

Your business information

The TrustMark scheme expects you to include the following information on your website:

- Business name and all contact details, including your telephone number
- Registered address and company number (for limited companies)
- Your Scheme Provider and the trades you are TrustMark registered for
- Your VAT number (if VAT registered)
- Your business insurance details (provider and indemnity limits)
- Your customer feedback and complaints procedure
- Your ADR (alternative dispute resolution) provider
- The TrustMark logo and a copy of the Customer Charter

Your contract with the customer

You'll need a written quotation and contract with your customer (see page 6).

Never take full payment from a customer before you've started the job.

Agree any deposits or stage payments with the customer by including them in your quotation and contract. The size of those payments must not be excessive. Also tell them if you offer financial protection for the work (such as insurances, credit card payments, or escrow accounts).

If you are installing a product, tell the customer if they will need to have it serviced and maintained regularly, whether this will impact the guarantee and what this is likely to cost.

If you are showing the customer samples of any product they must be a true representation. Products installed should comply with the specification.

A larger job may need an installation plan which tells the customer a plan of the works to be carried out, with timescales.

Make sure you've 'walked the job' before you start any work. Taking photos is a good way to note the existing condition of the property. Tell the customer to inform anyone they need to about the work e.g. leaseholder, freeholder, mortgage payer, insurer.

If you are using sub-contractors for some of the work, tell the customer who they are and what they'll be doing.

CHECKLIST

Agree with the customer about the access you will need:

- How best to keep valuables out of the way
- How best to keep children and pets safe and out of the way during the work
- How best to take into account the needs of any vulnerable people in the property
- Which entrance and exit you will use
- Whether you will have access to a toilet at the property
- What utilities you will need e.g. water, electricity

Surveys

Sometime a job needs a survey. If it does, tell the customer in advance:

- Who will be doing it
- Any cost
- The timescale
- How it can be re-arranged if there's a problem
- Where the surveyor will need to look
- Any questions the customer might need to answer

Always use competent surveyors

Be upfront about any problem you may foresee and don't carry out any unnecessary surveys. If a finished survey shows the work cannot be done, tell the customer the reasons why, cancel the contract, and refund any deposit.

The design process

Certain work will need a design process. The design must comply with the relevant Code of Practice (check with your Scheme Provider).

Some types of work, particularly energy efficiency improvements to a home, may have a significant impact and knock-on effect on other aspects of that property's condition and performance. As part of the design process, you should take a 'whole house' approach, consider any potential implications of the work you're doing, and seek technical advice when necessary before you start work.

Particular types of work e.g. listed buildings or properties within conservation areas will also have special considerations which you must understand and take into account before you start work.

During the works

Always keep your customer updated during the works. Regular on-site meetings and effective communication between all parties are signs of good work.

Tell them straight away if something unexpected has happened and agree a way forward. If the work will now cost more, agree it with the customer and give them a revised quote. But if the problem is caused by your mistake, you must pay to put it right.

For larger jobs, include these changes on your installation plan, making sure you have told the customer if the job will now take longer to finish.

Co-operate with any inspections (e.g. building control) and follow any instructions they give you to get the work approved.

If the customer exercises their right to change their mind, you need to remove goods and any waste from the property and leave it secure.

Explain things clearly and simply to your customer and don't use jargon they won't understand. Promote TrustMark at all times, explaining the benefits.

CHECKLIST

Always act in a professional and responsible manner and ensure you and your sub-contractors do the following:

- Show ID
- Use protective coverings to look after the customer's home
- Store any tools and materials left at the job safely
- Plan the work to minimise disruption
- Allow more time to explain things to vulnerable consumers - vulnerable consumers are those whose circumstances put them at risk of making an incorrect or inappropriate decision, or who are at risk of receiving inferior goods or services
- Where the customer has a third party to support them, keep them informed and ensure that they are always present when work is being done and decisions made if this is what the customer needs

At the end of the job

On completion ensure that you 'walk the job' with your customer. Take time to confirm that they are happy with the completed works.

If any remedial works are identified, make sure that a schedule is in place before leaving.

Before leaving ensure that instruction manuals and maintenance requirements are handed over to the customer, and they understand any essential maintenance. Explain if there is going to be any ongoing measurement, monitoring or inspections of the work. A face-to-face handover meeting is strongly recommended.

Give the customer any guarantee you are providing (including any product guarantee), where applicable.

Clean up properly, dispose of waste responsibly including recycling where possible.

Remind the customer of the TrustMark scheme and how they can get in touch with their feedback, thanks, a query or complaint. Give them another copy of the Customer Charter, so they can read through their rights and responsibilities.

Your invoice

Issue the customer with an invoice which needs to include the following information:

- The word 'invoice'
- The date
- A unique identification number
- Your company name, address and contact information
- The customer's name and address
- A clear description and breakdown of what you're charging for
- Payment methods
- Amount of VAT (if applicable)
- The total amount payable

LEGAL TIP: It's good business practice to provide proper invoices so you have a useful record of all your jobs. Allow 30 days for payment.

CHECKLIST

For jobs where you have installed a product, tell the customer:

- How to use it (give them any relevant instructions)
- Any safety checks they should carry out
- Details of any service or maintenance it will need and when
- Any impact on the guarantee

The information you give must be in line with the relevant Code of Practice from your Scheme Provider.

Encourage feedback

If you have a happy customer, do encourage them to leave positive feedback on a job well done.

Sometimes things go wrong and the customer will make a complaint.

- Deal with it professionally and as soon as possible
- Follow your complaints procedure*
- Tell your customer their rights under consumer law will not be affected*
- Agree with the customer what will be done to put things right
- Carry out any agreed remedial work as soon as possible

If you can't sort the complaint out with your customer, you will need to follow your ADR (alternative dispute resolution) procedure.

*More information about a complaints procedure and consumer rights can be found in 'You and Your Scheme Provider and 'You and Your Legislation.

General

If you provide energy saving products and services, you must provide or signpost to clear advice. Tell the customer where they can find information about any grants or other incentives which may be available to them. If they can only afford the work to be done by successfully receiving a grant, write this into the contract so it's all agreed.

CHECKLIST

- Energy performance claims must be accurate
- Use only approved figures and methods
- Use figures which represent the customer's actual home and set up as best as you can, in line with the Code of Practice
- Explain any pros and cons where there is a choice of option
- Tell the customer where they can seek independent advice from other sources e.g. the Information Hub

If you offer finance to customers:

- Your Financial Conduct Authority (FCA) authorisation must be valid and up to date
- Ensure that you only advise on the financial matters you are authorised to

If you are selling insurance options to your customers, the same rules apply.

For jobs over £500 (plus VAT) you must have in place suitable financial protection in case you go out of business. You can't charge the customer for this, and it should include cover for:

- pre-payments
- deposits
- work in progress
- materials and workmanship (for 6 years after completion)
- transferring to another householder (if there is a house move)

04

You and Your Legislation

The only way to avoid breaking the law and make sure you understand the rights that customers have, is to ensure both you and your employees have a good grasp of the relevant rules and regulations.

This section tells you about the main laws you need to understand and how you can follow the key rules of fair trading and consumer protection. A lot of it is common sense and if you make sure you are always being honest and reasonable you can't go far wrong.

Your knowledge

You need to comply with the following pieces of law:

- Consumer Rights Act
- Consumer Protection from Unfair Trading Regulations
- Consumer Contracts (Information, Cancellation & Additional Changes) Regulations

Here is a summary of the main requirements of these laws and how they apply to you and your employees:

Consumer Rights Act

While the long-established Sale of Goods Act and the Supply of Goods and Services Act still apply for business-to-business contracts, there is a relatively new law – the Consumer Rights Act – which applies when you are dealing with private customers.

The Consumer Rights Act provides different remedies for the customer when things go wrong.

Products

Any products you supply should be:

- of satisfactory quality (includes durability – how long a product is expected to last)
- fit for any common purpose (is the product right for the customer's needs?)
- fit any particular purpose made known to the seller
- meet any description, including any sample or model
- safe
- Installed correctly

These are called 'statutory rights' and you should let the customer know that these rights remain unaffected should they choose to use your complaints process. Statutory rights are also in addition to any guarantees or warranties you give.

30-day right to reject

If you have supplied a product that does not satisfy the statutory rights stated above, e.g. it is faulty, the customer can reject this within the first 30 days. This means you have to refund them. If the customer chooses not to reject the goods, they will be entitled to a repair or replacement. If such a repair or replacement fails, the customer may still reject the goods for a refund or may request a price reduction.

A refund must be given without undue delay and in any event within 14 days of the trader agreeing that the consumer is entitled to a refund. The trader is responsible for the reasonable cost of returning the goods except where the consumer is returning them to the place where they took possession of them.

During this first 30 days the burden of proof is on the customer to prove that the goods were faulty.

If a problem is found after the first 30 days the customer can claim a repair or replacement. But they can still ask for a full or partial refund/price reduction where:

- the repair or replacement is unsuccessful or impossible
- it could cause them significant inconvenience (e.g. take a long time)

If the product is ok but you have installed it incorrectly, the customer can ask for a repair, a replacement or a price reduction.

The customer may be able to claim compensation if the faulty product/ installation has caused further damage.

The first 6 months

If the fault is found within the first 6 months, the law says it will be assumed that it was there from the beginning.

Between 30 days and 6 months after the sale the burden of proof passes to the seller. So, unless you can prove otherwise, you will need to carry out a repair or replacement to put things right. If this is unsuccessful the customer can still have a full refund (or price reduction/partial refund if they wish to keep the product).

After 6 months

If the fault is found/develops after 6 months then it will be down to the customer to prove the defect was there at the time of delivery, and/or the work was not carried out with reasonable care or skill (the item was not installed correctly).

This means that where you do not agree with the customer, they will have to provide some extra evidence (such as an expert report) before you have to put things right (as above).

Services

The work you do in a customer's home should be of a high standard and must be carried out:

- with reasonable care and skill
- at a reasonable price
- within a reasonable time

Therefore, it's always best to agree your price and time to do the job beforehand.*

*For more information about what details to agree with your customer in writing before a job starts see 'You and Your Scheme Provider'

Repeat performance

If something goes wrong the customer can ask you to put it right. This means carrying out work to bring it up to the level it should have been. The customer only has to give you one chance (though they may agree more) and you can't ask them to pay for it.

If this is not possible you will need to reduce the price of the job. This means giving them a partial refund if they have already paid.

Repeat Performance also applies where you have given information to the customer at the start of the job (either verbal or written) which they relied upon and it turned out to be wrong.

Contracts

You do not have to provide terms and conditions but if you do, they must be fair.

This means they can't benefit you more than the customer. Traders should ensure that contracts are presented in a way that is fair and open and respects the consumers legitimate rights. Terms and notices should be transparent; that is using plain language, with no legal jargon, capable of being understood and clearly legible.

The following terms are ALWAYS considered unfair so never use them:

- excluding liability for death or injury
- excluding or restricting statutory rights

The following terms MAY be unfair so it's still best to avoid them:

- unreasonably tying the customer into the contract
- denying the customer a full remedy when things go wrong
- giving you the right to enter a consumer's home and seize goods in the event on non-payment
- making customers lose deposits unfairly
- increasing the price of the work after it's been agreed
- unreasonably altering terms of the contract after it's been agreed
- unreasonable financial penalties

LEGAL TIP: Unfair terms in your contract may make your contract harder to enforce in the event of a dispute.

You'll find more advice and information on the Consumer Rights Act here: www.gov.uk/government/publications/consumer-rights-act-2015/consumer-rights-act-2015

Consumer protection from unfair trading regulations

These regulations prohibit trading practices that are unfair to consumers. There are four types of practice to consider:

- A blacklist of certain practices which are considered to ALWAYS be unfair and therefore are banned in all circumstances
- A ban on misleading actions and omissions
- Aggressive practices
- A general duty not to trade unfairly

Practices banned in all circumstances

There are 31 specific practices which are banned. This means if you do any of them you will be committing a **criminal offence**. They include:

- Displaying a quality mark (or equivalent) without the necessary authorisation
- Claiming to be approved or endorsed when you are not (e.g. Gas Safe registered)
- Aggressive doorstep selling (refusing to leave when asked)
- Limited offers (claiming they must agree to the contract in order to get that price)
- Telling the customer that if they do not agree to the work, your livelihood will suffer
- Inferring that a customer's statutory rights are a key feature that only you offer
- High pressure selling techniques

For the following types of trading practices, it is necessary to show whether the action of the trader influences the average consumer, causing him to take a transactional decision he would not have taken otherwise.

Misleading actions and omissions

Don't advertise goods which don't exist or make misleading comparisons between products.

Make sure you follow your relevant Code of Practice (from your Scheme Provider).

Don't give false information about the products you supply/fit.

Don't suggest there is need for work such as repair or replacement when there is none

Make sure all the information you give about your business, your staff, your qualifications and your experience are correct.

Don't give your customer false information about their legal rights.

Don't leave information out:

- Tell the customer everything they need to know to make an informed choice
- Don't hide information or make it unclear
- Don't give information to the customer too late
- Tell the customer of any advantage you might gain (e.g. financial) if they choose a particular product or service
- Don't provide material information in a manner that is unclear, unintelligible, ambiguous or untimely

Aggressive practices

Obviously, you cannot be threatening or abusive to your customers, but you need to be aware of more subtle ways they might feel pressurised:

- Don't push for a contract to be signed before you leave
- Don't try and persuade the customer if they are saying no or having doubts
- Don't stay too long at the customer's home
- Don't call on people in a **no cold calling** zone or on people who have a **no calling** notice on or by their door

General duty not to trade unfairly

A practice is unfair where:

- it falls below the professional standard of work and treatment of customers expected by a trader in that industry *and*
- it affects the economic behaviour of the average consumer, and impairs their decision to make an informed decision on whether to buy a particular product

If you act honestly and trade fairly it is easy to comply with this law.

Consumer Contracts information, cancellation & additional charges regulations

These regulations provide cancellation rights for consumers in certain circumstances, and details information that should be given to consumers before you enter into a contract with them.

This covers such things as your trading address, pricing, complaint-handling policy and cancellation rights. If you do not give certain parts of this information the consumer may not have to pay.

You must make customers aware of their cancellation rights. In very simple terms, cancellation rights usually apply where:

- the job costs more than £42
- you are at the customer's home
- you agree the contract with them there and then

The customer has a cooling-off period to change their mind for any reason; in the case of goods, this starts from the date of the contract and ends 14 days after the day that the goods were delivered, or in the case of a service, from the date the contract was agreed.

This means that in addition to all the normal information you give the consumer at the start of a job on your quotation and/or contract* you must *also* provide them with clear details of how can cancel if they wish to.

*Full details of what information should be provided to your customers before work starts can be found in "You and our Scheme Provider'

If a customer wants you to start work before their 14-day cancellation period has ended, you must get them to agree this in writing. Using a simple 'permission to start work now' form is the best idea.

If the customer then wishes to cancel after you've started the job, they have to pay for any work you have already done up to that point.

Urgent repairs (e.g. urgent call out to fix a broken boiler) and bespoke goods are exempt.

LEGAL TIP: If you miss out key information in your contract such as cancellation rights, or you don't explain the job properly then legally the customer may not have to pay either some or all of the money.

You'll find more advice on Trading Standards regulations here: **www.businesscompanion.info**

Other laws

Looking after the environment

- Make sure that your work does not damage the environment
- Dispose of any waste responsibly and safely
- Make sure you hold a waste carriage licence where necessary
- Ask your Scheme Provider for more information on which environmental laws apply to you (including wildlife protection)

Your advertising

When you speak about your business or write about it in advertising or on your website, make sure everything you say is:

LEGAL – e.g. claiming you are a member of a trade association when you are not is illegal
DECENT – your advert might be clever and funny but could it offend someone?
HONEST – it's not fair to only give *some* of the information and miss out other important facts
TRUTHFUL – have you got evidence to support your comments if someone was to challenge them?

- Don't use confusing or misleading statements
- Make sure you have evidence to support what you are saying
- Only use genuine customer reviews and show the date they were received
- Only use logos you are allowed to
- Keep information on your headed paper and website up to date
- Keep any advertising leaflets simple

Your customer information

You must ensure the way you collect, deal with and store customers' personal information, complies with data protection rules.

A customer's personal information includes their name, address, email address, phone numbers, photographs and any record of the work they've had done.

- You must keep customers' information secure
- If you use someone else to look after your database or to generate new business leads for you, make sure they are also compliant with data protection regulations
- If you want to use an existing customer's details to send them promotional information, they must have the option to opt out of your communications at any time
- If you want to promote your services to new contracts you've not dealt with before, you need to be able to prove that you have their express consent to phone, email, text or contact them with your marketing
- Only keep information you need/will use for the purpose it was collected for, and then only for as long as it's needed. Dispose carefully of any other information
- Understand that people have a right to know what information you hold about them, and the right to update that information or object and have it deleted
- If a customer asks you for a copy of their data, you must supply that information and cannot make a charge for doing so

The new General Data Protection Regulation (GDPR) has tightened up how customers' information is stored and requires records to be kept demonstrating what you do with the data. Certain types of organisation are required to appoint a Data Protection Officer (DPO).

If you are a larger organisation (over 250 employees) some requirements are more complex. You will need to look at the ICO website and speak to your Scheme Provider for more information.

REMEMBER: Ignorance of the law could cost you money or get you a criminal record.

The advice given above is Assured Advice provided by Buckinghamshire and Surrey Trading Standards Service.

The advice below in italics regarding the Construction (Design and Management) Regulations 2015 is not assured advice.

Construction (Design and Management) Regulations 2015 (CDM 2015)

It is important to ensure that CDM responsibilities are agreed and understood at the beginning of your contract:

- *If you are the only **contractor**, then you must take on the legal duties of your customer, in addition to your own. In practice, this should be no more than what you would usually do in managing health and safety risks*
- *If you are the **principal contractor** (where more than one contractor is involved) you have CDM responsibilities*
- *If your customer has not appointed a **principal contractor**, then the customers duties must be carried out by the **contractor** in control of the construction works*
- *If your customer has appointed an architect/designer (principal designer) on a project involving more than one contractor, they can then manage the CDM, but you must then ensure that they have correct written consent from your customer or responsibility reverts to the **principal contractor***

Construction Phase Plan (CDM 2015)

Whether the only contractor, or the principal contractor you will be in control of the project. A simple plan before the works begin is usually enough to show that you have considered health and safety. You will be responsible for:

- *preparing a plan*
  - *start and finish dates*
  - *when utilities will be connected/disconnected*
  - *building stages e.g. groundworks*
- *organising work*
  - *identify the main dangers*
  - *how will you keep the site safe for all?*
- *working with others to ensure health and safety*
  - *establish site rules*
  - *visible health and safety information*
  - *who will make decisions if things change e.g. timescales, materials*

You'll find more advice on health and safety regulations here:
www.hse.gov.uk/construction/cdm/2015/index.htm

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