

**DECLARATION BY APPLICANT**  
**(Please read and sign at the bottom)**

1. I am/we are aware of the current requirements of the Building Regulations 2010 and associated Approved Documents relating to the installation of replacement windows, rooflights, roof windows and doors in existing dwellings. A copy of the relevant regulations and associated Approved Documents are held at the address given in my/our application for membership of the FENSA Scheme. I/we will comply with those requirements, ensure that all relevant employees, agents and subcontractors are familiar with and comply with them, and ensure that the work carried out by me/us will be carried out with reasonable care and skill and that all products supplied by me/us will be of satisfactory quality. I/we also commit to keep up to date with and to comply with any changes to these requirements.
2. I am/we are aware that failure to comply with the relevant Building Regulations is an offence for which I/we can be prosecuted.
3. I/we agree that FENSA Ltd ("FENSA") shall be entitled on behalf of me/us to forward details of all certifications in respect of replacement windows, rooflights, roof windows and doors in existing dwellings installed by me/us in England and Wales to any relevant Building Control authorities or organisations.
4. I/we agree to register with FENSA ALL installations of replacement windows, rooflights, roof windows and/or doors in existing dwellings carried out by me/us except where such installations fall outside the scope of the FENSA Competent Person Scheme ("FENSA Scheme"). I acknowledge that this requirement is necessary to enable FENSA to carry out the correct number of inspections thus allowing FENSA to judge technical competence and compliance with relevant Building Regulations.
5. I/we agree that FENSA may inspect any installation of replacement windows, rooflights, roof windows and/or doors in existing dwellings undertaken by me/us under the FENSA Scheme ("Installation") to ensure that I am/we are complying with the relevant Building Regulations, and that FENSA is free to select which Installations it wishes to check. The number and frequency of such inspections will be at FENSA's absolute discretion. I/we acknowledge that the number of such inspections will increase in the event of any failed inspection.
6. I agree on completion of an installation, to certify compliance with Building Regulations and provide information to FENSA Ltd. of the consumer's name, address and installation details. This notification preferably to be in an electronic format acceptable to FENSA Ltd., and to be within 20 working days of completion. I agree to pay a cost-related fee for each transaction advised, by variable direct debit.
7. I/we understand and agree that if an inspection shows that an Installation does not comply with any aspect of the relevant Building Regulations, an improvement notice will be issued and the fault must be rectified expeditiously prior to re-inspection. In the event of doubt about the compliance of any Installation with Building Regulations, I/we agree to provide to FENSA such written evidence of compliance, as FENSA shall require.
8. I/we commit to the principle of fair-trading as a business, which shall include: using a written customer contract, having a written customer complaints procedure and informing all customers of



the existence of the FENSA Scheme Complaints Procedure.

- 9. I/we agree that my/our registration with the FENSA Scheme and the types of work for which my business has been assessed as competent will be published on the FENSA Scheme website and the Competent Persons Schemes' website.
- 10. I/we understand that if my/our registration under the FENSA Scheme is terminated by FENSA for any reason relating to non-compliance with Building Regulations or any breach of the FENSA Scheme Rules the details of such termination (including the reasons for termination) will be made available to other Competent Persons Schemes and other interested parties (including without limitation LABC and relevant Government Departments).
- 11. I/we understand that if my/our registration under the FENSA Scheme is terminated (whether by me/us or by FENSA) and I/we fail to complete any outstanding works (whether remedial or otherwise) in respect of any Installation in order to meet the relevant Building Regulations, details of such failure will be made available to other Competent Persons Schemes and other interested parties (including without limitation LABC and relevant Government Departments).
- 12. I/we agree to comply with the FENSA Scheme Rules (as amended from time to time).
- 13. Where I am signing this declaration on behalf of any limited company, partnership, limited liability partnership or other incorporated body I confirm that I am duly authorised on its or their behalf to sign this declaration

**14. Data Protection**

- 14.1 I/we agree that any personal data provided me/us to FENSA from time to time (including any personal data relating to any third parties) will be held and processed in accordance with the FENSA Scheme Rules and the FENSA website privacy policy.
- 14.2 Please tick here if you are happy for FENSA to contact you (by, email, post or telephone) with information about goods and services which FENSA feels may be of interest to you
- 14.3 Please tick here if you are happy for us to disclose your personal data to selected third parties so that they can provide you with information about their goods or services

Signature:..... Print name:..... Dated:.....

(for and on behalf of \*:.....)

\*insert name of company, partnership or other incorporated body