



# WORKTOP FABRICATORS FEDERATION

## MEMBER RULES and CODE OF CONDUCT

Version 1.0 FEBRUARY 2020

### CONTENTS

APPLICATIONS, CONTINUING OBLIGATIONS AND FEES .....	3
1.1 Initial Registration and Application Procedure .....	3
1.2 Continuing Obligations .....	4
2.2 Assessments .....	5
3. COMPLAINTS.....	6
3.1 Complaints about Member Businesses .....	6
3.2 Complaints about WFF.....	6
4. LEAVING WFF .....	7
4.2 Suspension of Registration by WFF .....	7
4.3 Termination of Registration by WFF .....	7
4.4 Consequences of Suspension or Termination of Registration .....	8
5. BREACH OF RULES AND APPEALS .....	9
5.1 Appeals.....	9
6. WFF LOGO USE .....	9
6.1 Use of the WFF Logo and the WFF Certificate .....	9
6.2 No sub-licensing .....	9
6.3 Reservation of Rights.....	9
7. MISCELLANEOUS PROVISIONS.....	10
7.1 Interpretation.....	10
7.2 Amendments to the Rules .....	10
7.3 Confidentiality .....	10
7.4 Limitation of Liability .....	10
7.5 Force Majeure .....	10
7.6 Waiver .....	10
7.7 Assignment.....	10
7.8 Invalidity and Severability .....	10
7.9 Notices .....	11
7.10 Governing law and jurisdiction .....	11
8.2 Member Business Data .....	12
8.3 Third Party Data .....	12
8.4 Storage of the Data.....	13
8.5 IP Addresses .....	13
8.6 Disclosure of the Data.....	13
8.7 Links .....	14



## INTRODUCTION

These are the Rules of Membership for the Worktop Fabricators Federation. Worktop Fabricators Federation Limited (WFF) is a company limited by Guarantee registered in England and Wales as 12294620.

These Rules constitute a binding agreement between FENSA and each Member Business.

## DEFINITIONS

In these Rules the following terms shall have the following meanings:

**"Data"** means the Member Business Data and Third Party Data collected by WFF from the Member Business;

**"DPA"**: the Data Protection Act 1998, including all amendments and secondary legislation related thereto and codes of practice issued by the Information Commissioner from time to time;

**"WFF Logo"**: the logo to be used by Member Businesses to indicate their registration under the WFF Membership, as notified to Member Businesses from time to time;

**"WFF Membership"**: membership of the Worktop Fabricators Federation Operated by Worktop Fabricators Federation Ltd;

**"Group Company"**: any member of WFF's group, which means its subsidiaries, its ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006;

**"Obligatory Information"**: updates and information regarding the Building Regulations and any other relevant regulations or laws which the Member Business is obliged to receive as a condition of registration with WFF;

**"Member Business"**: a business which is registered under the WFF Membership;

**"Member Business Data"**: has the meaning given in Rule 8.2.1; **"Sites"**: [www.worktopfabricators.org](http://www.worktopfabricators.org) and

**Third Party Data"**: has the meaning given in Rule 8.3.1.



## **1 APPLICATIONS, CONTINUING OBLIGATIONS AND FEES**

### **1.1 Initial Registration and Application Procedure**

Registration with WFF shall be open to any business (whether a limited company, partnership, firm or other unincorporated body), which meets the eligibility criteria set out in these Rules. To be eligible for registration with WFF the business must:

- 1.1.1. Provide mechanised fabrication and installation of solid stone worktops to customers in the United Kingdom
- 1.1.2. Agree to operate in a manner in line with the Objectives of the WFF as set out in Annex A and as modified by members by agreement from time to time.
- 1.1.3. Have been trading for a minimum of two years and be able to produce evidence of accounts to substantiate this. (Probationary membership may be granted to new companies not meeting this criteria).
- 1.1.4. Have a Companies House registration number, be V.A.T. registered and be able to provide evidence of an operational P.A.Y.E. Membership.
- 1.1.5. Have a satisfactory Health & Safety policy signed by the defined responsible director or senior manager.
- 1.1.6. Agree to be bound by this WFF Code of Practice / Conduct.
- 1.1.7. Have a permanent fabrication workshop (at least partly mechanised).
- 1.1.8. Directly employ the majority of its workforce and all its management team.
- 1.1.9. Have public liability insurance to a level commensurate with its operations.
- 1.1.10. Undertake to attend a minimum of one regional meeting per year.
- 1.1.11. agree to be bound by these Rules and sign a declaration in such form as WFF shall require (a copy of which signed declaration may be submitted electronically to WFF);
- 1.1.12. submit to WFF a written application (in either electronic or hard copy) for registration using the Application Form specified by WFF from time to time;
- 1.1.13. Pay the registration fee
- 1.1.14. have in place adequate employer's liability and public liability insurance, at such levels as prescribed from time to time by WFF.

Membership will only be awarded or renewed on receipt of membership fees by cleared funds and provision of the above required evidence (current employer & public liability insurance, H & S policy). Note: by paying the membership fee and supplying documentation required, the fabricator is accepting both the membership criteria and the WFF Code of Practice / Conduct.

In the case of a refusal to register any applicant under the WFF Membership, the applicant may appeal to the Executive Committee (see Rule 5). The company's application for membership must be supported by a minimum of 50% of the executive committee.

A successful application to register with WFF does not confer on the applicant any form of membership of the any other Trade Organisation associated with WFF.

The executive committee, at its absolute discretion may agree to waive one or more of the above under exceptional circumstances and without justification.



## **1.2 Continuing Obligations**

Member Businesses must comply with the following obligations:

- 1.2.1. To continue to meet the eligibility criteria set out in Rule 1.1.
- 1.2.2. To pay by the registration fees, transaction processing charges, assessment charges and any other charges levied by WFF from time to time as notified by WFF to the Member Business. The current fees and charges can be found on the WFF website and will be provided in writing on request.
- 1.2.3. To provide such information as WFF may require from time to time in order to substantiate statements made on initial application, and to demonstrate that the Member Business is continuing to comply with them and its obligations under these Rules.
- 1.2.4. To comply with all applicable laws and regulations in force including without limitation applicable health and safety and waste disposal requirements.
- 1.2.5. To maintain adequate employer's liability and public liability insurance, at levels to be prescribed from time to time by WFF.
- 1.2.6. To notify WFF immediately in writing if the Member Business ceases to trade for any reason including, without limitation, through bankruptcy, insolvency or any similar process.
- 1.2.7. To notify WFF immediately in writing if any change occurs to the Member Business (including changes to its ownership, management, services, resources or staff) which may affect its ability to comply with these Rules.
- 1.2.8. To be responsible for any costs and expenses incurred by WFF arising directly or indirectly out of any breach by the Member Business of these Rules.



## **2. ASSESSMENTS AND SURVEILLANCE**

- 2.1.1. Member Businesses will self-assess their compliance with both these rules and the objectives of the WFF. Adherence to these rules will be judged by submissions made during membership application and renewal.
- 2.1.2. Members must allow other members to visit their facilities, and it will be a role of the Regional co-ordinators to arrange this. If for any reason any member believes that another member is in breach of the rules of the WFF, they must report it to the regional co-ordinator. Serious misconduct must be reported to the Executive Committee via the Administrator.
- 2.1.3. In the event that the Executive Committee is notified of any breach of these rules, the Member Business may be required to submit to any ad-hoc assessments to ensure that compliance with these Rules is maintained. WFF shall be entitled to engage Competent third parties to carry out any such assessments. Member Businesses must cooperate with any such assessments and provide all such assistance, information and access to premises as may be reasonably required by WFF in relation to such assessments. Member Businesses will be responsible for paying WFF's charges in relation to assessments.

### **2.2 Assessments**

- 2.2.1. Member Businesses will be subjected to routine assessments in order for WFF to ensure that each Member Business is complying with Building Regulations and these Rules.
- 2.2.2. The number of assessments will be determined by WFF in its absolute discretion and the Member Business will be responsible for any relevant costs. Where the Member Business is a PAYG Member Business it agrees to 100% of Installations being inspected by WFF appointed assessors.
- 2.2.3. The Member Business acknowledges and agrees that during the installation process customers are entitled to request an assessment on any Installation being carried out by a Member Business the costs of which shall be borne by the Member Business.



### **3. COMPLAINTS**

It is not the role of the WFF to become involved in issues regarding any work carried out by the Member Business for Member Business customers or suppliers.

The WFF will not be liable for any act or omission by its Member Businesses. The members will indemnify the WFF and its officers and employees from any involvement in complaints.

#### **3.1 Complaints about Member Businesses**

- 3.1.1. Complaints about Member Businesses may be submitted via the Administrator of the WFF, who will raise it with the Executive Committee as appropriate.
- 3.1.2. If the Administrator or the Executive Committee of the WFF receives a complaint about the Member Business it may, at its absolute discretion write to the Member Business to resolve the complaint. The Member Business agrees to provide all appropriate assistance in the resolution of a complaint.
- 3.1.3. It will be solely the Executive Committee's final decision as to whether a complaint is upheld. This may lead to action under section 5 of these rules.
- 3.1.4. The Member Business acknowledges that WFF is unable to assist with contractual disputes. WFF cannot interfere with or overrule any decision of any court.

#### **3.2 Complaints about WFF**

- 3.2.1. Complaints about WFF or the WFF Membership must be submitted in written format including all relevant information to the Administrator of WFF.
- 3.2.2. WFF will work with the complainant to achieve a resolution to the complaint where possible.
- 3.2.3. Complaints regarding WFF staff will be fully investigated and appropriate action taken.



#### **4. LEAVING WFF**

##### **4.1 Cancellation of Registration by Member Business**

The Member Business may cancel its registration under the WFF Membership at any time by giving to WFF not less than 30 days' written notice of cancellation. Notwithstanding such cancellation, the Member Business will remain bound by the following obligations:

- 4.1.1. The Member Business will remain responsible for any outstanding debts to WFF including, without limitation, outstanding payments for assessments and any unpaid sums arising out of any cancelled direct debits;
- 4.1.2. The Member Business must cease all use of the WFF name and logo immediately as set out in Rule 4.4.1 and comply in all other respects with such Rule.

Failure to adhere to any of these conditions will be deemed to amount to a breach of the WFF Rules (notwithstanding the termination of the registration under the WFF Membership) and the details of such breach may be made available to other Members.

##### **4.2 Suspension of Registration by WFF**

WFF may suspend the registration of any Member Business by giving written notice to the Member Business for any of the following reasons:

- 4.2.1. the Member Business defaults on any payments related to their registration under the WFF Membership;
- 4.2.2. the Member Business fails to maintain a current and up to date Public Liability insurance and Health and Safety Policies as required by Rule 1.3;
- 4.2.3. the Member Business has made any false declaration in connection with its application for registration with the WFF Membership;
- 4.2.4. the Member Business commits any breach of these Rules (whether or not being a material breach);
- 4.2.5. the Member Business becomes insolvent or has entered into liquidation either compulsory or voluntary (save for the purpose of a bona fide solvent amalgamation or reconstruction) or had an administrative receiver, receiver or administrator appointed in respect of the whole or any part of its assets or made an assignment for the benefit of or composition with its creditors or threatens to do any of these things or if anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Member Business

##### **4.3 Termination of Registration by WFF**

- 4.3.1. WFF shall be entitled to terminate the registration of the Member Business with the WFF Membership forthwith by giving written notice to the Member Business if the Member Business does not lodge a formal appeal as referred to in Rule 4.4.6 in respect of any decision to suspend the Member Business within 28 days of the Member Business being notified of such suspension.
- 4.3.2. If the Member Business lodges a formal appeal within the time limit set out in Rule 4.3.1 the suspension of the Member Business shall continue until the Appeal process has been completed. If following completion of such Appeal process the decision to suspend is upheld the registration of the Member Business with the WFF Membership shall automatically terminate.



#### **4.4 Consequences of Suspension or Termination of Registration**

- 4.4.1 During the period of any suspension of registration and following any termination of registration under the WFF Membership, the Member Business must cease immediately to describe itself as a WFF Member Business, cease any use of the WFF name or logo (whether on any stationery, promotional materials, vehicles, equipment or otherwise), immediately cease distribution of all items on which the WFF name or logo is displayed, cease to display the WFF company registration certificate, cease to make any references to WFF that might mislead the reader about the status of the business and take such other action as required by WFF. If so requested by WFF the Member Business shall provide confirmation in writing certified by an officer of the Member Business that it has complied with such requirements.
- 4.4.2 During the period of any suspension of registration and following any termination of registration under the WFF Membership, the Member Business will be removed from the database of WFF Member Businesses, will be unable to register any Installation under the WFF Membership and will be unable to self- certify any Installation under the WFF Membership as being compliant with Building Regulations.
- 4.4.3 For the avoidance of doubt the Member Business shall not be entitled to any refund of any annual registration fee if its registration is terminated whether pursuant to Rule 4.1 or Rule 4.3.
- 4.4.4 During the period of any suspension of registration and following any termination of registration under the WFF Membership, the Member Business will remain responsible for any outstanding debts to WFF.
- 4.4.5 In the event of receipt of notice of suspension of the registration of a Member Business with the WFF Membership, the Member Business will have the right of appeal to an independent Executive Committee in accordance with Rule 5. Any such appeal must be lodged within 28 days of the Member Business being notified of such suspension.
- 4.4.6 If the decision to suspend the registration of a Member Business is revoked pursuant to the Appeals process referred to in Rule 5, the registration of the Member Business shall be re-activated within 7 days of such revocation. WFF shall have no liability to the Member Business whatsoever or howsoever arising in relation to any decision to suspend the Member Business irrespective of any decision by the Executive Committee to revoke any suspension.





## **5. BREACH OF RULES AND APPEALS**

Any breach of the WFF Rules will be investigated in the first instance by WFF and the appropriate sanctions as determined by WFF will be applied which may include suspension pursuant to Rule 4.2.

The Member Business shall be responsible for any breach of the Rules on the part of any manager, servant or any other person directly or indirectly employed by them or acting on their behalf.

### **5.1 Appeals**

- 5.1.1 The WFF Administrator may refer to the Executive Committee any specific matters on which he feels that further advice would be beneficial.
- 5.1.2 Appeals against decisions of WFF (including suspensions of registration) shall be heard by the Executive Committee within a reasonable time of the appeal being lodged.
- 5.1.3 The Executive Committee is responsible for handling disputes between WFF and an applicant for registration if their application is rejected and they wish to appeal such rejection.
- 5.1.4 The Executive Committee is also responsible for handling disputes between WFF and a Member Business where such Member Business is suspended from the WFF Membership and it wishes to appeal against such suspension.
- 5.1.5 Rulings of the Executive Committee shall be binding on Member Businesses. Decisions of the Executive Committee shall be issued in writing and notified to the Member Business and WFF as soon as reasonably practicable.

## **6. WFF LOGO USE**

A guide to the use and reproduction of the WFF Logo is available to WFF Member Businesses on the WFF website. Member Businesses are required to comply with such guide.

### **6.1 Use of the WFF Logo and the WFF Certificate**

Only Member Businesses are permitted to use the WFF Logo, display the WFF company registration certificate and/or make reference in any way to being WFF registered. Member Businesses shall not make use of the WFF Logo or the WFF company registration certificate in such manner as to bring WFF into disrepute and shall not make any statement regarding its registration with the WFF Membership which in the opinion of WFF is misleading, unauthorised or in breach of these Rules.

Any Member Business failing to follow the provisions of this Rule 6 or the guidance referred to above must comply promptly with any instructions to correct the breach failing which WFF shall be entitled to suspend or terminate the registration of the Member Business with the WFF Membership.

### **6.2 No sub-licensing**

The right to use the WFF Logo and the WFF company registration certificate may not be transferred, sold, sub-licensed, sub-contracted or otherwise disposed of by the Member Business to any other person.

### **6.3 Reservation of Rights**

Except as provided in these Rules a Member Business shall have no rights in respect of the WFF name or WFF Logo, any intellectual property rights therein or any goodwill associated therewith and the Member Business shall not acquire any rights in respect thereof. To the extent that any goodwill associated with the WFF name or WFF Logo accruing out of or by reason of use by a Member Business is held by it, it shall be so held as bare trustee for the benefit of WFF. The Member Business shall on demand do all acts and execute all documents which may be necessary to confirm the title of WFF to the same.

WFF reserves the right to substitute, withdraw or amend the right to use any of the names or logos used in connection with the WFF Membership on giving notice to the Member Business.

WFF shall not be obliged to bring or defend proceedings whether for infringement or otherwise in relation to the WFF name or WFF Logo if it decides in its sole discretion not to do so and the Member Business shall not be entitled to bring any action for infringement of any registered trademarks relating to the WFF name or WFF Logo under section 30 of the Trade Marks Act 1994 regardless of such decision.



## **7. MISCELLANEOUS PROVISIONS**

### **7.1 Interpretation**

If in the interpretation of any of these Rules there shall be any dispute or difference of opinion, it shall be referred for resolution to a meeting of the WFF Executive Committee whose decision on such matter shall be final and binding on all concerned.

### **7.2 Amendments to the Rules**

These Rules may be amended by WFF from time to time by notice given on the WFF website at [www.worktopfabricators.org](http://www.worktopfabricators.org). Any such amendments shall become binding on all Member Businesses 7 days after such notification taking place. If a Member Business is unhappy with any such amendment it may terminate its registration under the WFF Membership by giving notice to WFF within such 7 day period. In the event of such termination no refund of any fees shall be made to the Member Business.

### **7.3 Confidentiality**

Save as may be required to be disclosed by law or to any relevant governmental body or other authority or regulatory body, WFF shall keep confidential all information received from the Member Business which is a trade secret or otherwise of a confidential nature and shall not disclose the same to any third party without the prior consent of the Member Business.

The obligation of confidence set out in this Rule 7.2 shall not apply to information which is in the public domain or which enters the public domain (other than as a result of a breach by WFF) or which was known to WFF prior to its disclosure by the Member Business.

### **7.4 Limitation of Liability**

Save in respect of death or personal injury caused by the negligence of WFF or any fraudulent misrepresentation (for which WFF shall have unlimited liability), WFF shall have no liability to any Member Business for any loss of profit (whether direct or indirect), loss of business, contracts or goodwill, loss of or corruption of data or for any indirect, special or consequential loss or damage which arises out of or in connection with the performance or nonperformance by WFF of any of its obligations under these Rules or in connection with the WFF Membership.

Save in respect of death or personal injury caused by the negligence of WFF or any fraudulent misrepresentation (for which WFF shall have unlimited liability) the maximum aggregate liability of WFF to any Member Business in contract, tort or otherwise howsoever arising out of or in connection with the performance or non-performance by WFF of any of its obligations under these Rules or in connection with the WFF Membership shall be limited to 150% of the fees paid by such Member Business to WFF in the 12 months preceding the event or occurrence giving rise to such liability.

### **7.5 Force Majeure**

WFF shall have no liability for any delay in or failure to perform its obligations under the WFF Membership where the same is caused by any event or occurrence beyond the reasonable control of WFF.

### **7.6 Waiver**

The waiver or forbearance or failure of WFF in insisting in any one or more instances upon the performance of any provisions of these Rules shall not be construed as a waiver or relinquishment of its right to future performance of such provision and the Member Business' obligation in respect of such future performance shall continue in full force and effect.

### **7.7 Assignment**

The Member Business shall not be entitled to transfer, assign, sub-contract or otherwise dispose of (including by way of declaration of trust) any of its rights or obligations under these Rules.

### **7.8 Invalidity and Severability**

If any provision of these Rules shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Rules which shall remain in full force and effect.



## **7.9 Notices**

All notices given under these Rules may be given by hand or sent by pre-paid first class post, by email or by facsimile transmission, in the case of notice to the Member Business to the address, email address or facsimile number most recently provided by it to WFF and, in the case of notice to WFF to the address, email address or facsimile number given on the WFF website. Notices given by hand shall be deemed to have been served on the date of delivery and notice served by pre-paid first class post shall be deemed to have been served on the second day after posting save that in either case if such day is not a working day notice shall be deemed served on the next working day thereafter. Notices served by email or facsimile transmission shall be deemed to have been served on the date of transmission provided that a confirmation copy is also sent by pre-paid first class post within 24 hours after transmission.

## **7.10 Governing law and jurisdiction**

These Rules shall be governed by English law. Any dispute arising under or in connection with these Rules shall be subject to the exclusive jurisdiction of the courts of England and Wales.



## 8. DATA PROTECTION AND PRIVACY

**8.1** This Rule 8 (together with the WFF Website Terms, the WFF Website Privacy Policy and any other documents referred to in them) sets out the basis on which any personal data WFF collects from the Member Business, or that the Member Business provides to WFF, will be processed by WFF. For the purposes of this Rule 8, any reference to WFF shall include its Group Companies. WFF's Group Companies may collect, process and use data in accordance with this Rule 8. For the purposes of the DPA, the data controller in relation to any personal data provided by the Member Business and processed by WFF is Worktop Fabricators Federation Limited of 41B Beach Road, Littlehampton, West Sussex BN17 5JA.

### 8.2 Member Business Data

8.2.1 WFF may collect and process the following information provided by Member Businesses:

- i. any information that the Member Business provides on the WFF application form (including, amongst others, the name, address, telephone number and email address of the Member Business, the name of the Member Business' insurance company provider, the Member Business' Health and Safety provider and Competent Person, the Member Business' company registration details and membership of trade associations, Memberships and/or bodies);
- ii. any other information provided by a Member Business by filling in forms on the Sites (including, but not limited to, information provided at the time of registering to use the Sites, when subscribing to the WFF service, when posting material or requesting further services, or when reporting a problem with the Sites);
- iii. any correspondence between WFF and the Member Business;
- iv. details of any transactions the Member Business carries out through the Sites and of the fulfilment of any orders; and
- v. details of the Member Business' visits to the Sites including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for WFF's own billing purposes or otherwise and details of the resources that the Member Business accesses. (together, "Member Business Data")

8.2.2 WFF may use Member Business Data in the following circumstances:

- i. where the Member Business has consented to be contacted for such purposes;
- ii. for the purposes of carrying out WFF's obligations arising from any contracts entered into between WFF and the Member Business;
- iii. to notify the Member Business about changes to WFF's service; iv. for the processing of financial payments;
- v. for market research, user trend studies, website user improvements and customer services;
- vi. to provide the Member Business with information, products or services that it requests from WFF or which WFF believes may interest it; and
- vii. to provide the Member Business with Obligatory Information.

8.2.3 WFF may supply Member Business Data to third parties who undertake services on WFF's behalf in relation to the operation of the WFF Membership to enable them to use Member Business Data to perform such services.

8.2.4 It is a condition of registration with WFF that all Member Businesses receive the Obligatory Information. If a Member Business does not want to receive the Obligatory Information, it may opt out by ending its registration with WFF in accordance with Rule 4.1 of these WFF Rules.

### 8.3 Third Party Data

8.3.1 WFF may collect and process the following third party information:

- i. any information relating to third parties that the Member Business provides by filling in forms on the Sites or on the WFF application form (including, amongst others, the name and address of customers and any information about the Installation); and



- ii. any details relating to third parties provided in correspondence between WFF and the Member Business. (together, "Third Party Data")

#### 8.3.2 Third Party Data is used by WFF:

- i. to inform local authorities about the notified installation and may be disclosed to local authorities for this purpose; and
- ii. for internal marketing research purposes (e.g. customer satisfaction surveys).

#### 8.3.3 Subject to Rules 8.6.1 and 8.6.2 WFF does not sell, trade or rent Third Party Data.

8.3.4 If the Member Business does not want WFF to use Third Party Data as set out in Rule 8.3.2(ii) above the Member Business may opt out by writing to Worktop Fabricators Federation Limited at 41B Beach Road, Littlehampton, West Sussex BN17 5JA. or by email to [administrator@worktopfabricators.org.uk](mailto:administrator@worktopfabricators.org.uk).

8.3.5 The Member Business hereby confirms that it has the right to provide the Data to WFF for the purposes set out in these Rules. The Member Business confirms that all customers have given their valid written consent and, where required under the DPA, their explicit consent to the provision of the Data by the Member Business to WFF and to the processing of the Data by WFF for such purposes.

### 8.4 Storage of the Data

8.4.1 The Data will be stored on WFF's secure servers. Where WFF has given the Member Business (or where the Member Business has chosen) a password which enables it to access certain parts of the Sites, the Member Business is responsible for keeping this password confidential and should not share it with anyone. By submitting the Data, the Member Business agrees to the transfer, storing and/or processing of the Data as set out in these Rules.

8.4.2 WFF will take all steps reasonably necessary to ensure that the Data is treated securely and in accordance with these Rules. Unfortunately, the transmission of information via the internet is not completely secure and therefore, although WFF will do its best to protect the Data, it cannot guarantee the security of the Data transmitted to the Sites. Any transmission of Data by the Member Business is at the Member Business' own risk. Once WFF has received the Data, it will use strict procedures and security features to try to prevent unauthorised access.

### 8.5 IP Addresses

WFF may collect information about the Member Business' computer, including, where available, its IP address, operating system and browser type, for system administration and to report aggregate information to WFF's advertisers. This is statistical data about WFF's users' browsing actions and patterns and does not identify any individual.

### 8.6 Disclosure of the Data

8.6.1 WFF may provide access to certain Data, namely energy efficiency data relating to glazing installations at properties ("Glazing Notifications Data"), to DECC solely for the purpose of research and statistical analysis as part of NEED and not for any commercial purpose or for any form of financial exploitation. DECC may publish outputs of the statistical analysis carried out using the Glazing Notifications Data and an anonymised version of NEED incorporating the Glazing Notifications Data, provided that no individual person or property can be identified from such published data, or from the published data when combined with other information to which the person receiving the published data has access.

8.6.2 WFF may also disclose the Data to third parties:

- i. in the event that WFF sells or buy any business or assets, in which case it may disclose the Data to the prospective seller or buyer of such business or assets;
- ii. if WFF or substantially all of its assets are acquired by a third party, in which the Data will be one of the transferred assets; and
- iii. if WFF is under a duty to disclose Member Business Data and/or Third Party Data in order to: (a) comply with any legal obligation;(b) enforce or apply its terms of use, privacy policy or these WFF Rules; or (c) protect the rights, property, or safety of WFF and its customers. This may include exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction; and



- iv. where such third parties provide any services to WFF relating to the operation of the WFF Membership solely to enable them to use the Data to perform such services.

#### **8.7 Links**

The Sites may, from time to time, contain links to and from the websites of WFF's partner networks, advertisers and affiliates. If the Member Business follows a link to any of these websites, please note that these websites have their own privacy policies and that WFF does not accept any responsibility or liability for these policies. The Member Business should check these policies before it submits any personal data to these websites.



## WFF RULES: ANNEX A – Objectives of the WFF and its members

### Objectives

1. Networking - Develop relationships between members to exchange knowledge and experience, exchange workshop & fabrication tips, intelligence regarding bad payers, rogue operators, staff recruitment etc..
2. Improve Health & Safety – Reduce dangerous working environments, reduce exposure to dust, encourage correct use of PPE, promote pro-active approach to safety in the industry
3. Supplier Interaction – To develop a constructive dialogue between suppliers and fabricators for the good of the industry
4. Encourage Best Practice – To reduce on site cutting and polishing, mechanise workshops, Minimise the need for PPE, encourage training
5. Industry Training – Introduce sector specific training & E Learning
6. Recognised Brand – Trusted by other bodies & Government, seen to be proactive, progressive and credible. RIBA, CITB H & S Exec. Etc...But also by Contractors Retailers & Public etc..
7. Grow Business – Steer growth through members rather than non-members
8. Encourage Professionalism – More customers using WFF members will force the industry to improve practices (encourages investment) or face a reduce demand / being driven out of business.