

CUSTOMER COMPLAINT FORM

FENSA

Please complete this Form if you wish to make a complaint against a FENSA Registered Installer. All complaints made will be treated fairly and dealt with in a timely manner. Please be aware that FENSA's remit is solely restricted to Building Regulations that are applicable to replacement windows and doors.

Please return this Form by post or email to one of the addresses provided at the end of this Form.

Section 1: Your Details

Title:	First Name:	Surname:
Address:		
Post code:		
Tel No:		
Mobile No:		
Email:		
FENSA Certificate Number (eight digit):		

Section 2: About the FENSA Registered Installer

Installer Name:	
Installer Address:	
Post code:	
Tel No:	
Mobile No:	
Email:	
FENSA Registration (if known):	

Section 3: About the Installation

Address of the Property(s) concerned:	
Date Installation completed:	

Where you the original purchaser of the service/goods?	
Where you satisfied with the installation at time of completion?	
Please give date problem was first formally notified to your installer	
Has rectification been carried out by your installer or others?	
If so, how many times?	
Length of Warranty/Guarantee:	

Section 4: Complaints Handling Process

Have you addressed your complaint in writing to the Registered Installer?	
Have you exhausted their internal complaints procedure?	
What is the date of their final viewpoint letter/e-mail?	
Does the Installer know you are informing FENSA? Please note you will be required to supply copies of correspondences between you and your installer. See section 7	

Section 5: Alternative Options

Has your dispute been referred to any other body?	
Citizens Advice Bureau	
Trading Standards	
Office of Fair Trading	
Court/Legal Advisor	
Other (please specify)	

Please note FENSA cannot consider any complaint that is or has previously been dealt with through legal representatives such as solicitors or any other legal or litigation service

Section 6: Specific complaints against the Registered Installation

Please state precisely each type of complaint you have in the space provided below. If there are multiple faults, please state each individual aspect as clearly as possible.

	Specific Complaint	Date Occurred	Date Raised
1			
2			
3			
4			
5			
6			

Section 7: Supporting Documents

Please provide all copy correspondence between yourself and the Registered Installer that you consider relevant to your complaint. Please tick the relevant boxes to indicate the documents you are sending with the Complaint Form.

Dated photographs

Copies of all relevant correspondence

Contract

Any other documents you rely on for your evidence (please list)

Section 8: Outline Your Case

Please use this space to express why you are making a complaint. Please detail clearly and thoroughly the sequence of events that led you to make a complaint to the Registered Installer and then to FENSA including dates, times and names where applicable.

Please continue on a separate sheet of paper if necessary.

Section 9: Registered Installer remedial action

What in your opinion do you require your installer to do to ensure the installation is compliance to Building Regulation:

Signature:	Print Name:	Date:
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Returning the completed Form

Please return the completed Form with all supporting evidence to one of the following addresses:

FENSA Limited, Newspaper House 40 Rushworth Street, London, SE1 0RB

Email: complaints@fensa.org.uk

Checklist

Please ensure that you have:

- Included everything to support your complaint
- Enclosed a copy of the Registered Installer’s final viewpoint letter or e-mail
- Enclosed all relevant information
- Completed all sections of this Form
- Signed and date
- Make a copy of this Complaint Form and supporting documents to retain for your own record

THE FENSA HOME OWNER COMPLAINTS PROCEDURE

This version of FENSA's Home Owner Complaints Procedure came into effect on **16 NOVEMBER 2015**.

1. Definitions

Complaint means the Home Owner's complaint to FENSA about the Installation as set out in the Form

FENSA means FENSA Limited (company number 03058561) whose registered office is Newspaper House 40 Rushworth Street, London, SE1 0RB

Form means the FENSA home owner customer complaint form

Home Owner means the third party who complains to FENSA about an Installation

Installer means the FENSA registered business which carried out the Installation

Installation means the replacement window and/or door installation carried out by the Installer at the Home Owner's property

Inspector means an inspector appointed by FENSA

Inspection means an inspection of the Installation carried out by the Inspector to verify whether the Installation is in accordance with the law applicable to replacement windows and/or doors

Inspection Report means the written report of the Inspection by the Inspector

Procedure means the complaints resolution service provided by FENSA to the Home Owner in accordance with these terms and conditions

Rectification Works means remedial works to the Installation

Party means the Home Owner or Installer and **Parties** means the Home Owner and Installer

2. The Procedure

2.1 A Home Owner submits to the Procedure by completing and signing the Form and returning it to FENSA.

2.2 The Procedure will not commence until a completed and signed Form has been received by FENSA.

2.3 The Procedure will continue unless and until terminated in accordance with these terms and conditions.

2.4 Due to capacity constraints or for other reasons, the Procedure may be suspended or delayed from time to time. In that event, FENSA will notify the Home Owner of the suspension and/or delay and when the Procedure is likely to be resumed. The Procedure will resume following notice to the Home Owner of its resumption.

2.5 If a Party fails to co-operate with FENSA or its directors, officers, employees, and agents, including the Inspector, at any time, FENSA may withdraw the Complaint and terminate the Procedure.

3. The Home Owner's Representations

The Home Owner represents and warrants to FENSA that the statements that the Home Owner makes in the Complaint are complete and accurate, are not being presented for any improper purpose and will not violate the rights of any third party or any applicable laws or regulations.

4. Notification of the Complaint

On receipt of a completed and signed Form, FENSA will notify the Installer of the Complaint and its details.

5. Initial Rectification

5.1 The Installer will have 28 working days from the receiving notification of the Complaint to agree and confirm the details of remedial action and the anticipated time to complete subject to agreement of both sides.

5.2 If the Home Owner does not allow the Installer to carry out Rectification Works to the Installation, FENSA may withdraw the Complaint and terminate the Procedure.

6. Resolution

6.1 Once the Home Owner complaint form is received and verified by FENSA and from the information received FENSA have reason to believe that there is a breach of Building Regulations, we will investigate the complaint.

6.2 If FENSA validates the complaint, failure by the Installer to agree a schedule of works and time table to complete works within 28 days, may result in FENSA applying sanctions to the company's FENSA registration

6.3 If the Home Owner does not allow the Installer to carry out the Rectification Works as required by FENSA, the Complaint will be withdrawn and the Procedure terminated.

6.4 For the avoidance of doubt, rectification works pursuant to this procedure will only be carried out by the Installer. Under no circumstances will FENSA carry out any work to the Installation or instruct another installer to do so.

6.5 When the Installer has rectified the Installation to the standards required by FENSA, the Complaint will be satisfied and the Procedure will then end.

7. Communications

7.1 All communication with FENSA pursuant to the Procedure will be by email or post. All communication will be in English.

7.2 Any written communication between the Home Owner and the Inspector must be through FENSA, who may pass such correspondence to the Installer or any other persons at its discretion.

8. Exclusion of Liability and Indemnity

8.1 The Home Owner agrees that their claims and remedies concerning the Installer, the Installation, the Rectification Works, the Complaint and the Procedure shall be solely against the Installer and waives all such claims and remedies against FENSA as well its directors, officers, employees, and agents, including the Inspector, except in the case of deliberate wrongdoing.

8.2 The Home Owner indemnifies FENSA against all claims arising out of or in connection with any act of omission of FENSA in relation to the Installer, the Installation, the Rectification Works, the Complaint and the Procedure.

8.3 Any queries about FENSA, the Procedure and/or a Complaint should be sent to complaints@fensa.org.uk

9. Disclosure

9.1 FENSA may disclose the Complaint and its details, including those of the Home Owner, to the Installer and any other persons FENSA may deem appropriate.

9.2 The Home Owner will keep the entire Complaint, its process and its related communications confidential at all times save where the Home Owner is required to disclose details by law.

9.3 Receipt of this signed complaints form constitutes your permission for FENSA to contact your installer.

10. The Building Regulations Certificate

FENSA reserve the right to cancel or otherwise make changes to The Building Regulations Compliance Certificate in respect of the Installation.

11. FENSA's Involvement in Disputes

11.1 Save as may be required to be disclosed by law or to any relevant governmental body or other authority or regulatory body, FENSA shall keep confidential all information received and shall not disclose the same to any third party without prior consent.

11.2 FENSA will not participate in any other way in a dispute between the Home Owner and any other party regarding the Installation. The Home Owner will not name FENSA as a party or otherwise include FENSA in any legal proceedings. In the event that FENSA are named as a party in any legal proceedings, FENSA reserve the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend itself.

12. Procedure Modifications

FENSA reserve the right to modify the Procedure at any time. All changes will be binding on the Home Owner whether the Complaint arose before, on or after the effective date of the change. In the event that the Home Owner objects to a change, the Home Owner's sole remedy is to withdraw the Complaint, in which case the Home Owner will not be entitled to a refund of any fees paid to FENSA.

13. Settlement or Other Grounds for Termination

13.1 If, at any time before the Complaint is satisfied, the parties agree on a settlement, the Complaint will be withdrawn and the Procedure terminated.

13.2 If, at any time before the Complaint is satisfied, it becomes unnecessary or impossible to continue the Procedure for any reason, the Complaint will be withdrawn and the Procedure terminated.

13.3 The Home Owner may withdraw their Complaint at any time by written notice to FENSA. In that event, the Procedure will be terminated.

13.4 Where the Procedure is terminated in accordance with these terms and conditions, the Home Owner will not be entitled to a refund of any fees paid to FENSA.

14. Effect of Court Proceedings

14.1 In the event of any legal proceedings initiated prior to or during the Complaint, FENSA will withdraw the Complaint and terminate the Procedure.

14.2 The Home Owner will notify FENSA immediately of any legal proceedings initiated prior to the Complaint or during the Procedure.

15 Governing Law and Jurisdiction

15.1 This agreement is governed by and is construed and takes effect under English law.

15.2 The Courts of England will have exclusive jurisdiction to settle any claim or dispute that may arise out of or in connection with this agreement.