

## The National Federation of Builders (NFB) Heritage Approved Contractor Mark (HACM) Client and Contractor Information Form - March 2023

### Introduction

The Heritage Approved Contractor Mark is an NFB-awarded badge which allows NFB members to show their adherence to the NFB's code of conduct, their experience of working on Heritage and Traditional buildings and their commitment to employing or using experienced Heritage and Traditional building work project managers and tradespeople.

The Mark enables construction clients and/or main contractors to independently verify the holder's status in respect of seven key qualifying criteria. The Mark is backed by the NFB's Code of Conduct and the NFB's complaints procedure. It has been developed by the [NFB Heritage Group](#) in consultation with NFB members and construction clients, aiming to make procurement of Heritage and Traditional building work companies easier for all involved. The latest information regarding the HACM can be found on the [NFB's website here](#).

### What is a Heritage and Traditional building?

The NFB defines heritage and traditional buildings as those built in or before 1919. These may include buildings that are listed, those in conservation zones and scheduled monuments.



### Heritage Approved Contractor Mark - Qualifying Criteria

Members holding the Heritage Approved Contractor Mark meet the following criteria:

1. Current members of the NFB and bound by the NFB's Code of Conduct
2. Has at least five years of experience working on heritage and traditional buildings
3. Has undertaken at least three heritage and traditional building work projects in the last five years
4. Has provided two heritage and traditional building work client references to the NFB
5. Has confirmed the specific types of heritage and traditional building work they undertake to the NFB
6. Employs at least one project manager with over five years of experience working on heritage and traditional building projects
7. Directly employs tradespeople and/or specialists with at least five years of heritage and traditional building work experience OR has committed to using subcontractors with at least five years of experience working on heritage and traditional building work

## Validity

The Mark is issued on an annual basis and is dated for the current year. Members must continue to meet the criteria in order to be awarded that year's Mark. Once an NFB member resigns from the NFB, they will no longer qualify for the Mark, and must cease to use it immediately. Clients and contractors should only ever recognise the Mark for the current year.

Any business displaying or using the Heritage Approved Contractor Mark must also be a current member of the National Federation of Builders. To verify this, you may ask the business to show you a copy of their valid membership certificate and they must show it to you. If you are in any doubt, you may also contact the National Federation of Builders to confirm the company's membership status by calling **03450 578 160** or emailing [heritage@builders.org.uk](mailto:heritage@builders.org.uk)

## Criteria Check

Members who have been awarded the Heritage Approved Contractor Mark have confirmed that they are happy for clients to contact the NFB to check and verify the qualifying criteria. This gives clients the confidence that companies really do have the experience and commitment that they claim. To do this, call the NFB on **03450 578 160** or email [heritage@builders.org.uk](mailto:heritage@builders.org.uk)

## Complaints

The Heritage Approved Contractor Mark is backed by the NFB Code of Conduct and NFB complaints procedure. Members who are found to have been dishonest in their applications will have the Mark withdrawn and will be subject to further disciplinary, up to and including expulsion from the NFB. To find out more about the NFB's complaints process and how to make a complaint, visit our website here: <https://www.builders.org.uk/find-a-builder/complaints/>

## Terms and Condition (for Members)

The following terms and conditions are agreed to by those applying for the HACM and are included here for information purposes:

*The Heritage Approved Contractor Mark is a member benefit of membership of the NFB, contingent on current membership and qualification against a set of criteria. It must only be used by those who have been issued the Mark, following a successful application to the NFB and in adherence to these terms and conditions.*

*By using the HACM, you:*

- 1. Confirm that the information provided to the NFB is honest and accurate to the best of your knowledge and commit to providing honest and accurate information in regard to the HACM each and every year your company wishes to use it.*
- 2. Confirm that you will stop using the HACM as soon as you resign from the NFB, when instructed to do so by the NFB or when the mark becomes out of date – whichever comes first.*

3. Confirm you will use the HACM logos as issued, without any editing or amending in any way.

4. Confirm you will not make any claims about the Mark that exceed the purpose of the Mark as advertised on the NFB's website, nor misuse the Mark in any way.

*The NFB reserves the right to withdraw the HACM in its entirety at any time and without notice.*

*The NFB reserves the right to withdraw the HACM from member companies found in breach of the NFB code of conduct, including temporarily pending the outcome of an investigation, dependent on the nature of a complaint and the complaints process of the NFB at that time.*

### **NFB Code of Conduct**

Members of the Federation will aim consistently to carry out work in accordance with good practice and standards, to maintain a high level of service to clients and to carry on business with integrity. To these ends Members undertake to:

1. Conduct the firm's affairs with integrity in its relations with clients, employees, sub-contractors and the public in general and in compliance with all statutory obligations.
2. Observe recognised standards of good tendering practice and contractual procedures.
3. Encourage all clients, including those without professional representation, to use properly costed schedules and standard contacts.
4. Use every endeavour within the limits of the contract conditions to:
  - a. Complete contracts on time and within costs limits.
  - b. Fulfil obligations under contracts.
  - c. Establish that the client understands the contract and the implications of all variations.
  - d. Provide value for money.
5. Carry out work with the minimum of disturbance to the client and the general public.
6. Comply with the appropriate standards of safety and health and maintain a safety policy with which all employees are familiar.
7. Apply the National Working Rule Agreement where appropriate or maintain standards not less favourable to the employee.
8. Act in accordance with good business practice in dealing with other contractors and sub-contractors.
9. To maintain at all times public liability and employer's liability insurances.



## **UK Construction Industry Competition Law Code of Conduct**

Members of the National Federation of Builders will comply with the following terms of the industry's Competition Law Code of Conduct:

1. The UK construction industry is committed to compliance with UK and EU competition law.
2. The industry understands that the purpose of competition law is to preserve free, fair and efficient competition for the benefit of all companies operating in the industry and their clients.
3. The industry agrees at all times to commit to ensuring the highest standards of competition law compliance within the sector by adhering in all of its business practices to the principle of fair competition and to ensure that construction companies do not engage in conduct which is anti-competitive.
4. Construction companies must:
  - 4.1 not restrain competition amongst themselves through agreements, arrangements or understandings that restrict competition;
  - 4.2 bid for contracts and tenders independently from and without any agreement or arrangement with their competitors; or
  - 4.3 not exchange competitively sensitive information or engage in discussions that may lead to the co-ordination of competitive behaviour and, in particular, must not share information about current or future pricing intentions for tenders, or any element that might affect prices or pricing practices, including the exchange of cover prices.
5. Construction companies understand that co-operation with a competitor is justified only under the exceptions permitted by the competition rules or where they have been expressly required to enter into such arrangements by the client, for example, certain joint ventures and framework agreements, in which case such arrangements will be fully disclosed to the client.
6. The industry understands that each individual construction company is responsible for its own compliance with competition law and that the consequences of breaching competition law are severe including possible penalties, director disqualification, criminal sanctions and damages actions.
  - 6.1 Construction companies will therefore endeavour to:
    - 6.1.1 ensure that competition law compliance will be achieved through implementing effective competition compliance policies and guidelines throughout their businesses; and
    - 6.1.2 promote an understanding of and compliance with competition law throughout their supply chains, including with their sub-contractors.