



Federation of Master Builders

Code of Practice
for Members



www.fmb.org.uk



Federation of Master Builders



Code of Practice for Members

1. Before work begins

As a member of the FMB you are expected to make sure that you are competent to carry out the project. This may involve the support of an architect, chartered surveyor or other specialist professionals. You should never quote on a project for which you have insufficient time or are otherwise unsuited to undertake. You will have sufficient public liability and employer's liability insurance cover for the contract.

You will fulfill all financial dealings and contractual obligations with your client with the utmost integrity and duty of care.

You will give a brief description of the works to be undertaken and a quotation or estimated price.

2. Using a Contract

FMB recommends you use the Crystal Mark approved FMB Plain English Contracts. The contract should state the following:

- The estimated or quoted price of the job.
- What is included in the price.
- Notional commencement and completion dates.
- Whether the Local Authority Building Control need to be notified and if so who will contact them. Who will arrange permission for the works to start i.e. planning permission or building regulations notice or other local authority consents.
- Whether the work is covered by an insurance-backed warranty, such as Build Assure or NHBC warranties.



- Payment terms - request for an agreed deposit, if required, and the dates and amounts of staged payments thereafter. If a deposit is taken, you should provide the client with a deposit protection policy.

Alternatively, you may quote daywork rates and provide a copy of your company's standard terms and conditions.

3. Work in Progress

When work is in progress you will be expected to:

- Proceed with the work with due diligence according to the agreement between you and the client and will brief the client regularly on progress. If they are required, you will give the appropriate notices to the Building Control Authority unless the contract specifies otherwise.
- Develop a good working relationship with your client or their appointed representative. If you have any concerns about the work, discuss them with your client as soon as possible.
- Inform the client of any unforeseen problems or delays as early as possible.
- Supply the client with samples of materials and fittings for prior approval as may be required.
- Confirm verbally and in writing any changes to the work specified or extra costs and agree with the client before such work begins.
- Ensure your employees and/or subcontractors will at all times treat the client and their property with respect and ensure that the working site remains a safe, clean and healthy environment.
- Take responsibility for any subcontractors that you engage and for their work.

4. Completed Work

When the work is complete you will be expected to:

- Leave the site clean, tidy and ready for use. Any waste will have been properly disposed of.
- Give any relevant instructions guarantees and work completion certificates to the client as well as briefing the client about any relevant maintenance or operating issues.
- Agree a return date with the client to complete any defects or "snagging" which may have arisen during an agreed period within the contract.

5. Disagreements

If you have a disagreement with the client you are expected to:

- Try and resolve the disagreement by discussion and by reference to the agreement or contract.
- Contact the FMB for advice.
- Agree to follow the FMB's Dispute Resolution Procedure in the event that a satisfactory solution cannot be found.

6. Acting as an Agent

If you are acting as an Agent, you must enter into a proper agreement/contract for the design & build of the whole work with the customer or, act on an agreed fee only basis for the Agent's administration work and not become involved with the appointment of another builder/contractor for the work unless the appointed builder/contractor is a member of the FMB.