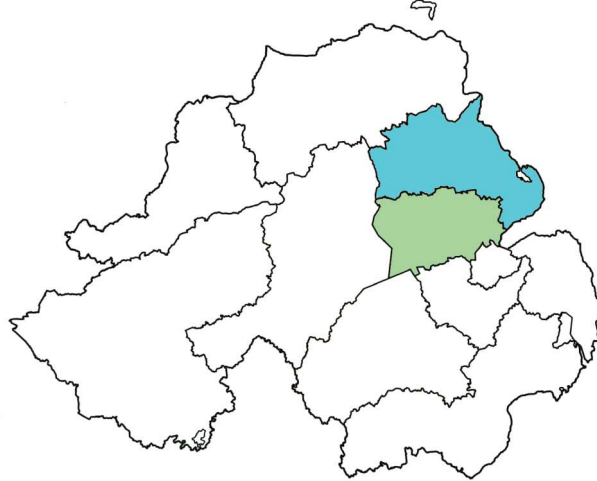


# Warranted Contractor's

Eligible to undertake works grant aided by  
NIHE / AFFORDABLE WARMTH SCHEME

## 1. BALLYMENA REGION

FEB 2016



MID & EAST ANTRIM / ANTRIM & NEWTOWNABBEY

FIND A CONTRACTOR  
HELPLINE

**02870325980**

NORTHERN IRELANDS  
LEADING CONSTRUCTION  
CONSUMER PROTECTION  
SCHEME



PROFESSIONALISM

SMALL WORKS CONTRACT

CUSTOMER INSURANCE  
WARRANTY

CUSTOMER DISPUTE  
CONCILIATION SERVICE

[www.searchni.co.uk](http://www.searchni.co.uk)



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Tel: 02870325980 Fax: 02870343641 EMAIL: [cigs@wallace-group.co.uk](mailto:cigs@wallace-group.co.uk)

# A TYPICAL EXAMPLE OF THE SCHEME PROCESS



Select a C.I.G.S. registered “Warranted Contractor” then verifies his registration status with the scheme office (02870325980) or online at [www.searchni.co.uk](http://www.searchni.co.uk)

Outline, discuss and agree the schedule of works you want undertaken

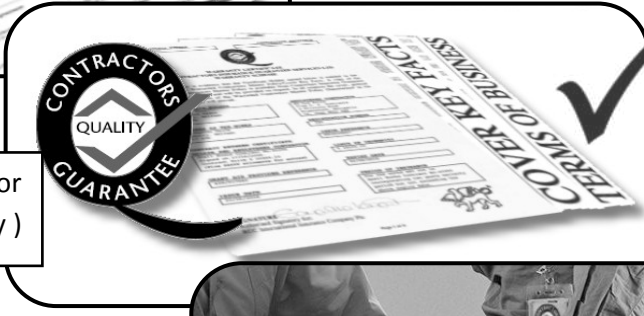


Agree a Contract Price



Sign a Small Works Contract to formalise the agreement

Obtain an Insurance Warranty for the works (Subject to eligibility )



If you fall out with the contractor call on the C.I.G.S. dispute conciliation service



Your Insurance Warranty (Subject to eligibility) runs for two years. **Those without a valid certificate or warranty are not eligible for warranty cover.**

# INTRODUCTION TO THE SCHEME BENEFITS



## CONTRACTORS INSURANCE GUARANTEE SERVICES (NI) LIMITED

Over recent years there has been growing pressure on Government and Local Authorities to protect householders from the unscrupulous element within the construction industry. For far too long the

genuine professional contractor and the reputation of the Construction Industry, as a whole, has suffered at the hands of the "Cowboy Contractor". It is therefore important that, you the consumer has protection and that the Contractor you appoint is a genuine professional firm.

### CONSUMER AND CONTRACTOR PROTECTION

Contractors Insurance Guarantee Service (NI) Ltd (C.I.G.S.) has been born out of this real need in Northern Ireland to provide a method to protect the consumer from the failure and misbehaviour of the unscrupulous contractor.

### THE NORTHERN IRELAND HOUSING EXECUTIVE

The success of the scheme was recognised when The Northern Ireland Housing Executive announced, in 1988, that certain renovation and disablement facility grants would only be paid on condition that the work be carried out by a contractor who is Registered with an eligible Warranty Scheme providing an Insurance backed Warranty.

Contractors registered with Contractors Insurance Guarantee Services (NI) Ltd are eligible to undertake works which are grant aided though NIHE & AFFORDABLE WARMTH SCHEME.

The scheme is only applicable to works in Northern Ireland.

### WHAT IS A "REGISTERED CONTRACTOR"?

A registered contractor with Contractors Insurance Guarantee Services (NI) Ltd is a contractor where the scheme has been satisfied that..

- the contractor's management and administration structure is adequate for his activities.
- the contractor has had adequate experience in the construction industry.
- the contractor has adequate financial resources to fund his operation.
- the contractor has suitable Employers and Public Liability insurances.
- the contractor's previous contracts have been completed to the satisfaction of all parties.
- the contractor will encourage excellence and provide honourable practice in the conduct of his business and abide by the scheme code of conduct (copy available on request).
- the contractor will maintain a high standard of workmanship relative to his trade.

Compliance with this basic criteria is in itself an assurance to the consumer that the C.I.G.S. registered contractor is worthy of his status.



### THE BASIC SCHEME PRINCIPALS EXPLAINED

#### HAVE CONFIDENCE IN YOUR CONTRACTOR

A construction project can be one of the bigger financial decisions anyone can consider. The stress and worry of selecting a contractor can be daunting to most and as such this scheme exists to relieve you of that pressure. Price is important, but so is the confidence you have in the selection of the contractor. A C.I.G.S. "Warranted Contractor" is vetted for you and can provide the benefits outlined in this booklet.

#### IDENTIFY A C.I.G.S. WARRANTED CONTRACTOR

Having been accepted to the scheme the Contractor, can promote himself as a professional "Warranted Contractor". using the recognised logo and scheme promotional literature. You can verify the contractors registration status by telephoning the scheme office (02870325980) or visiting our internet site at [www.searchni.co.uk](http://www.searchni.co.uk).

#### LEGAL PROTECTION: SMALL WORKS CONTRACT

The "Warranted Contractor" uses the scheme's procedures and small works contract to legally bind his relationship with his customer thus protecting both parties' interests and this will be referred to in a dispute, as the basis of the relationship.

#### CUSTOMER INSURANCE WARRANTY ELIGIBILITY

The Customer can, as part of the Small Works Contract, be provided with an Insurance Company backed warranty (Normally for a period of the two years).

Your contractor can arrange this as part of your contract. Such can be conditional as part of grant aid. **If you do not receive a certificate or warranty from us and you have appointed one of our contractors then contact us immediately on 02870325980.** Those without a valid certificate or warranty are not eligible for warranty cover.

#### DISPUTES CONCILIATION

On warranted projects both The "Warranted Contractor" and Customer have access to the scheme's professional conciliation procedure to resolve disputes via amicable dialogue and negotiated consensus.

Those with a valid warranty certificate can contact the scheme on 02870325980 to discuss a problem/dispute which falls within the warranty policy terms and conditions.

**CONTACT THE SCHEME OFFICE FOR FURTHER EXPLANATION**

**Find a contractor telephone  
Helpline 02870325980**

**For updated lists visit :  
[www.searchni.co.uk](http://www.searchni.co.uk)**

- Search by:**
- 1. Other Council Regions**
  - 2. Postcode Regions**

**Northern Ireland's Leading Construction  
Consumer Protection Scheme**  
CONTRACTORS INSURANCE GUARANTEE SERVICES NI LTD

**CONTRACTORS QUALITY GUARANTEE**

Welcome to Northern Ireland's Central Register of Warranted Contractors sorted by council and postcode regions. Select your search preference, opposite, to obtain a printable list of contractors and their contact details.

Please refer to the "Full Customers Guide" for a summary of the protections provided by the use of a "Warranted Contractor" from this scheme.

This site contains a comprehensive list of leading registered professional builders administered by Contractors Insurance Guarantee Services Limited in Northern Ireland.

**CONTRACTORS BY COUNCIL REGION**  
NORTHERN IRELAND COUNCIL REGIONS  
Click to Select

**CONTRACTORS BY POSTCODE**  
NORTHERN IRELAND POSTCODE REGIONS  
Click to Select

**COUNCIL REGION : ANTRIM & NEWTOWNABBEY**

BT36 4SY	Kenny Construction 028 90343787 07831 599666	15B Ballyvesey Road Co. Antrim	Newtownabbey
BT36 7QW	Cliftonville Construction 028 90841312 07763 886900	255 Antrim Road Co Antrim	Newtownabbey
BT36 7SZ	B. Creighton Contracts 02890 587362 07708 452025	15 Glenwell Gardens Co. Antrim	Glengormley
BT38 8TP	Shaun Owens T/as SOS Building 02890 869596 07808 404229	52 Station Road Co Antrim	Greenisland
BT39 9TX	Mr John Agnew 07850 957298	52 Templepatrick Road Co Antrim	Ballyclare
BT39 9UG	Mr Samuel Fee 02893 341090 0795 161 5899	196 Ballycorr Road Co Antrim	Ballyclare
BT39 ODN	Mr. Charles Jamison 028 93340772 07836770318	3 Newmill Road Ballyclare	Templepatrick
BT41 2NF	LENAGH CONSTRUCTION 02894 473363 07850 736309	35 Lenagh Road, Co. Antrim.	Randalstown,
BT41 3ST	Aughrim Building Company Ltd 02879 659666 07912580545	Aughrim Buildings, Aughrim Hse Creagh, Toomebridge	Aughrim Lane Co. Antrim
BT41 3TP	P. McErlain Limited 02879 659445 07710 016002	60 Loughbeg Road Co Antrim	Toomebridge
BT44 9NQ	Mr Stirling Kirk 028 27637872 07849 410850	30 Mounthamilton Road Ballymena	Cloughmills Co. Antrim

**COUNCIL REGION : MID AND EAST ANTRIM**

BT40 1PL	Dunboyne Developments Ltd 0777 4172 572 0777 4172 572	2 Dunboyne Grove Co Antrim	LARNE
BT40 2RG	Mr. James Connolly, 02828 583706 07870170883	414 Old Glenarm Road Co Antrim	Larne
BT42 4NT	Mr John Dunlop 02825 684488 07780 995580	148A Carnalbanagh Road Ballymena	Broughshane Co. Antrim
BT43 5PG	McKay Bros & CSM Developments 07710 944917 07710 944917	20 Ballyclesh Lane Ballymena	Old Cullybackey Road Co. Antrim
BT43 7LF	J & A Smyth 02825 862794 07709 432550	17 Knowehead Road Ballymena	Broughshane
BT43 7LX	Mr Paul O'Loan 02821 758302 07740 910222	53 Glens Brae Road Ballymena	Martinstown Co. Antrim
BT44 8BU	Norman Gordon & Sons Contracts 02825 822696 07710 932662	9 Aughnahoy Road Co. Antrim	Portglenone
BT44 8NW	Mr Gerard McPeake 02825 821695 07736 128352	183 Moyagall Road Co. Antrim	Portglenone
BT44 8SZ	McMullan & McAtamney 02829 571350 07801 336832	110 Bann Road Ballymena	Rasharkin Co. Antrim
BT44 9JQ	Mr Gerard McCann 02827 641513 07889 922859	173 Corkey Road Ballymena	Loughgiel Co. Antrim
BT44 9RB	Robert McIntyre & Son 02825 685283 07710 564712	56 Springmount Road Ballymena	Glarryford Co. Antrim

# THE SMALL WORKS CONTRACT



## **PROVISION OF A CUSTOMER WARRANTY (Insurance Company backed protection)**

For full peace of mind a "Warranted Contractor" registered with this scheme can provide an Insurance backed warranty underwritten by HCC International Insurance Company Plc., for contracts up to £150,000 (Plus V.A.T.). Larger contracts will be considered if required.

## **WHAT COVER DOES THE WARRANTY PROVIDE?**

The scheme warranty relates to building works and allied trades carried out in connection with the renovation, repair, extension and construction of housing. (Normally for a period of two years. (As agreed in Small Works Contract and summarised on the Warranty Certificate).

## **APPLYING FOR A WARRANTY**

Prior to the commencement of the works the "Warranted Contractor" and his client must sign and agree a Small Works Contract (SWC). Each SWC has a unique reference number.

A contract for this purpose is supplied by Contractors Insurance Guarantee Services (NI) Ltd. Alternatively a standard construction J.C.T. contract can be used in replacement of the scheme Small Works Contract. The Small Works Contract is designed to clearly set out the responsibilities of both parties and in particular the details of the contract, the agreed price of the works, method of payment, commencement date and period of the contract.

If the contract involves a Local Authority grant, the "Warranted Contractor" has the right for the Grant payment to be assigned to him as part payment of the total contract price. A form of assignment is normally provided by the Local Authority for this purpose. In doing so the contractor is agreeing to wait for Local Authority payment (Normally after the works are complete). Any extras outside grant aid will need to be paid, in full, by you, the customer, during the period of the works.

If you are receiving Local Authority grant aid it is important you familiarise yourself with the Local Authorities documentation and rules. Your contractor may also have to sign documents. You will be able to contact them directly if you have any queries. Be clear on these requirements before works start to avoid delays and/or administrative errors.

Copy details of the Small Works Contract and any premium cost are processed by the "Warranted Contractor" to the C.I.G.S. office, who then issue a Warranty Certificate.

A single Warranty Certificate showing the cover period is issued for the agreed period of the works, as specified on the Small Works Contract. The Warranty Certificate is sent to the client with copies sent to the "Warranted Contractor" and other eligible involved parties. (e.g Local Authority)

If the original period of the works set out in the Small Works Contract is to be amended or extras have occurred either party can request in writing giving the reason for the change. If agreed an amendment will be applied to the Warranty. The scheme will contact the client, contractor and/or Local Authority and/or Building Control and/or occupational health (if applicable) at stages up to completion of the works to monitor the project progress.

## **CONFIRMATION OF WARRANTY COVER**

Warranty cover is only in force once the customer is in possession of a valid Warranty Certificate issued by Contractors Insurance Guarantee Services Limited (NI) Limited. The sending of a Small Works Contract and warranty premium payment is not in its self confirmation of the issue of Warranty Cover. A contractor must be "Registered" with the scheme to enable a warranty to be issued.

## **VALID WARRANTY CERTIFICATE**

**If you do not receive a certificate or warranty from us and you have appointed one of our contractors then contact us immediately on 02870325980. Without a valid Warranty Certificate issued by Contractors Insurance Guarantee Services Limited (NI) Limited no cover will apply.**

## **THE COST OF A WARRANTY**

If a warranty is required, the "Warranted Contractor" will include a modest fee in his Contract Price for the insurance backed warranty. The warranty premium is calculated on the Total Contract Price (inclusive of V.A.T.). The "Warranted Contractor" will outline this when completing the Small Works Contract. If the contract is Local Authority Grant aided this may be partly allowed as part of the Grant Payment.

## **LEGAL RIGHTS**

Contractors Insurance Guarantee Services (NI) provides protection in addition to, but does not replace, consumer's common law or statutory rights. Nor does it replace warranty or product guarantees already provided under nor-



# THE BASIS OF AGREEMENT

# CUSTOMER INSURANCE WARRANTY



## **(A) PRIMARY WARRANTY COVER PERIOD**

### **PERIOD OF THE WORK IN PROGRESS**

**Ai)** The warranted contractor will be responsible, at his own expense to rectify any proven defects or snagging provided for in relation to the works specified in the contract documents.

**Aii)** If the warranted contractor is still trading and refuses to rectify the proven defect/s the complaint must be referred to the scheme "Complaints Conciliation Procedure". If a decision is reached in favour of the insured and the contractor continues to refuse to carry out and complete the works the scheme will issue a Default Notice specifying a notice period after which the scheme will assist in the appointment of another registered contractor to undertake completion of the works. The insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works beyond the original contract price, in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate.

**Aiii)** However, in the event of the warranted contractor no longer trading having failed to complete the works because of death, insolvency or ceasing to trade the complaint must be referred to the scheme "Complaints Conciliation Procedure" to verify the contractor's status. If a decision is reached in favour of the insured the scheme will assist in the appointment of another registered contractor to undertake completion of the Works and the insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works, beyond the original contract price, in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate.

Subject to the Insurer General Terms & Conditions

## **(B) SECONDARY WARRANTY COVER PERIOD**

### **AFTER COMPLETION**

**Bi)** When the Works are completed by the warranted contractor he will be fully responsible for any proven defect/s arising before the expiry date set out on the Warranty Certificate due to proven faulty workmanship or materials and he will rectify it at the earliest possible moment and will bear the cost of this.

**Bii)** However, if the warranted contractor is still trading and refuses to rectify the proven defect/s the dispute

must be referred to the scheme "Complaints Conciliation Procedure". If a decision is reached in favour of the insured and the contractor continues to refuse to rectify the defect/s the scheme will issue a Default Notice specifying a notice period after which the scheme will assist in the appointment of another warranted registered contractor to undertake correction of the defect/s. The insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works, beyond the original contract price in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate. Subject to the insurer General Terms & Conditions

**Biii)** However, in the event of the warranted contractor no longer trading having failed to complete the works because of death, insolvency or ceasing to trade the complaint must be referred to the scheme "Complaints Conciliation Procedure" to verify the contractor's status. If a decision is reached in favour of the insured the scheme will assist in the appointment of another registered contractor to undertake correction of the proven defect/s and the insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works, beyond the original contract price, in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate. Subject to Insurer policy terms and conditions.

## **YOU AND YOUR CONTRACTOR**

### **(A) Communication:**

Many disputes arise due to the failure of both parties to communicate their requirements.

It is essential that instructions start with the completion of the Small Works Contract which clearly sets out the contract documents and cost for the works. Any variations thereafter must be in writing thus avoiding any misunderstanding.

Additional work can cause problems if not dealt with correctly. The Contractor should at all times obtain agreement with his customer with regards the reason and type of addition including any additional cost. Such should be confirmed in writing to void any ambiguity in relation to such changes. The Contractor must ensure correct invoicing/statements are issued to his customer. Invoices should clearly identify the work it relates to under the agreement or identified as an extra agreed during the contract period.

### **(B) Professional Supervision:**

It is always preferable that, the customer have their own Builders Surveyor or Architect supervising the Contractor's work and for that person to approve the payment/stage payment to the Contractor. For the Contractor to have another professional person to talk to who is working for the Applicant avoids many difficulties that can arise.

It is, however, recognised that the customer does not always have or can afford professional supervision and as such good communication and paperwork is essential between both parties.

# DISPUTES CONCILIATION

If a dispute should arise under the contract and a valid warranty has been arranged the following "Complaints Conciliation Procedure" is available to both "Warranted Contractor" (Contractor) and customer (The Insured)..

## COMPLAINTS CONCILIATION PROCEDURE

Private Negotiation: Initially it will be the duty of the insured and contractor to try to resolve any problem that may arise by means of private negotiation through amicable dialogue.

Scheme Notification: Should a complaint remain unresolved through private negotiation the insured must formally write/email to the scheme summarising the circumstances of the complaint together with details of any alleged defective workmanship and/or materials and forward a copy to the contractor.

The insured may also contact the scheme by telephone, to discuss and provide details of the complaint quoting the Warranty Certificate reference. Notification must be within a reasonable time of occurrence (maximum allowance is 30 days of such occurrence) and within the "warranty period".

Scheme/Insurer officer appointed: Once the scheme receives notification they appoint a scheme/insurer officer to the complaint whose remit is to impartially investigate the allegations thoroughly. It is a condition of this warranty that the officer must receive full co-operation in respect of all aspects of his investigations:

### \* The Insured

The officer will review the information already provided but may request the insured to provide further documentation and/or details regarding the complaint. The officer will also require full financial/payments details in relation to the project. He may also be required to visit the insured, independently and/or jointly with the contractor at the site address to obtain additional material which may include a photographic record. If the architect of the project has a supervisory role they may wish to provide additional supporting information on behalf of the insured. If the insured is not a professional within the construction industry and the Architect only has provided a design function, due care by the insured must be made in presenting allegations of defective workmanship and/or materials. The officer may require the insured to attend a formal site meeting, chaired by him, with other parties.

### \* The Contractor

The officer will contact the contractor and/or (if required) arrange to meet him, independently and/or jointly with the insured at the site address, to obtain further details of the contract and a statement of the nature of the complaint from his (the contractor's) prospective. Additionally the officer will review the contractor's attempts to resolve the complaint with the insured through personal negotiation and the reasons why that approach failed. The officer may require the contractor to attend a formal site meeting, chaired by him, with other parties.



### \* Other parties

The officer will request information or representation from any other organisation he considers will assist with the resolution of the complaint. These representatives may also be invited, by the officer, to attend a formal site meeting, chaired by him, with other parties.



## COMPLAINTS CONCILIATION PROCEDURE: RESOLUTION NOTICE

After assessing the information provided and discussing the complaint independently or collectively with each party the officer will co-ordinate continued dialogue to try to formulate a satisfactory amicable resolution to the complaint. After continuous assessment of the information provided and opinions of the parties involved the officer will, even if consensus cannot be reached, issue one of the following scheme **FORMAL RESOLUTION NOTICES...**

### COMPLAINT: RESOLUTION NOTICE A

The scheme finds in favour of the insured and instructs the original warranted contractor to address the complaint, under this resolution at his own expense and an agreed time frame for completion.

Or

### COMPLAINT: RESOLUTION NOTICE B

The scheme finds in favour of the warranted contractor and instructs the insured of their obligations/requirements under this resolution and an agreed time frame for completion..

Or

### COMPLAINT: RESOLUTION NOTICE C

The scheme finds in joint favour of the insured and contractor when joint responsibility is identified and instructs both parties of their obligations / requirements under this resolution and an agreed time frame, for both parties for completion.

Or

### COMPLAINT : FORMAL CLAIM / DEFAULT

If following a Notice by the Scheme under resolution A or C above there is not satisfactory resolution of the matter (which is subject of Conciliation) within the agreed timescale then the Scheme will issue a Default Notice specifying a notice period after which the provisions of this Policy will apply and an alternative contractor will be appointed to complete the outstanding work. Subject to Warranty Policy Terms and Conditions.