

GGF FUND LIMITED

Incorporated in England and Wales under the
Companies Acts 1948 to 1976

DEPOSIT INDEMNITY FUND

The GGF Deposit Indemnity Trust Fund (“the Fund”) is maintained by the Glass and Glazing Federation to provide assistance (at the discretion of GGF Fund Limited, the Fund trustee) to private individuals contracting with members of the Glass and Glazing Federation for the supply and/or installation of their products in domestic premises in accordance with the Trust Deed and the Rules of the Fund (“the Rules”).

A summary of the scope of the Fund and of the basis for seeking assistance is set out overleaf.

GGF Fund Limited
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Scope of Fund and Basis for Seeking Assistance

Notes: Customers wishing to seek assistance from the Fund must have obtained a written contract for the work to be done and be able to produce a copy, along with proof of payment of deposit and means of payment.

1. The Fund, which is supported by Members of the Glass and Glazing Federation (“Federation Members”), is administered by GGF Fund Limited as Fund trustee at 54 Ayres Street, London SE1 1XB.
 2. Private individuals who have contracted with Federation Members for the supply and/or installation of home improvement products in domestic premises in the United Kingdom and the Isle of Man and paid deposits under such contracts may seek assistance from the Fund in the circumstances described in paragraph 3 below.
 3. If the customer is not in breach of contract and the Federation Member is unable to carry out the work for which a deposit has been taken because he is adjudged bankrupt, has been put into receivership or has a winding-up order made by the Court, the customer should write to the Secretary, GGF Fund Limited, with a copy of his contract, including proof and means of payment, giving details and stating that he wishes to be considered for assistance from the Fund.
 4. If GGF Fund Limited is satisfied that the deposit was paid to a Federation Member and that such Federation Member will be unable to carry out the work by reason of an event specified in paragraph 3 above, then GGF Fund Limited will consider, in its absolute discretion (i) whether assistance will be provided to a customer from the Fund and (ii) if assistance is to be provided, what form it will take. If assistance is provided, GGF Fund Limited may, at its absolute discretion
 - (i) facilitate the work to be carried out by a Federation Member at a fair market price less the sum allowable in respect of the lost deposit, or
 - (ii) make a payment to the customer up to an amount equal to (a) the deposit or, if less than the deposit (b) 50% of the contract price or £12,500, whichever is the lower (or in the case of repair and maintenance work to an existing installation, 100% of the value of the order or, if less, £500), less a deduction in respect of the Fair Market value of any goods and services supplied (without reservation of title) by the defaulting Member.
 5. If GGF Fund Limited exercises its discretion as described in paragraph 4(i) above, the customer will be issued with a voucher redeemable with a Federation Member, to be used against the cost of the successor contract, providing it is of similar monetary value. Vouchers are valid for one year from the date of issue.
 6. **If the customer feels that it may be necessary to seek assistance from the Fund it is essential that he/she contacts GGF Fund Limited at once. The customer should not place any order for completion of the work unless and until he/she has the express written authority of GGF Fund Limited; if he/she does place any unauthorised order, any application for assistance is likely to be refused.**
 7. No application for assistance will be considered if it is received by GGF Fund Limited more than six months after the date on which the relevant events specified in paragraph 3 occurred.
 8. If a Federation Member leaves the Glass and Glazing Federation or his Membership in respect of the Fund otherwise ceases as defined in the Rules, GGF Fund Limited will continue to consider applications for assistance in respect of deposits taken before leaving or cessation provided that the completion of the work is not (in the opinion of GGF Fund Limited) unduly delayed and that, in any event it is completed within six months of leaving or cessation.
 9. Stage Payments – Where the term “deposit” appears in paragraphs 1 to 8 this also includes stage payments. Where paragraph 4 (i) applies and stage payments have been made as well as a deposit, than GGF Fund Limited may facilitate the work to be carried out by a Federation Member at a fair market value less the deposit and stage payments paid AND less a fair market value of any goods and services supplied (without reservation of title) by the defaulting Member.
- The above details should be read in conjunction with the Rules (copies of which are available upon request from GGF Fund Limited at the address specified in paragraph 1 above) as issued from time to time.