

Each Home Counts Summary of Code of Conduct requirements

PROFESSIONAL INTEGRITY

1. The business will be open and cooperative with its certifying body and the quality mark scheme to ensure the success of the scheme, including cooperation with all the scheme's administrative, audit, investigation and disciplinary procedures, and always extending professional courtesy to other people and organisations within the scheme.
2. In all dealings with its customers, suppliers and other stakeholders, the business will act in a responsible and professional manner, within the law and in compliance with all applicable standards required by the quality mark.
3. The business will not participate in, instigate, encourage or tolerate any unethical or unprofessional work practice that will bring, or have the potential to bring, the quality mark into disrepute, or that will cause offence or embarrassment to others.
4. The business's directors, senior managers, shareholders and other persons exercising significant controlling functions will be fit and proper persons for discharging their responsibilities under this Code of Conduct.
5. The business will act diligently and in accordance with the Code of Practice and all technical and professional standards of its relevant trade/service, with a duty of care to all parties.
6. The business will only carry out work that falls within its professional competence, and will exercise all reasonable care and skill.
7. The business will only supply goods that correspond to their description, are of satisfactory quality, fit for purpose and safe, and should comply with all applicable UK and EU legislation and standards.

BUSINESS BASICS

8. The business will follow the required procedures to apply for entry into the quality mark scheme via a certifying body, and will pay the necessary application fees and charges.
9. The business will keep its certifying body updated on any changes to its name, legal status, location, structure and primary contact details.
10. The business will cooperate with its certifying body to have a meaningful background check via Companies House, site visits and any other vetting services used by the certifying body, upon entry into the quality mark scheme and at agreed periods thereafter.
11. The business will collaborate with its certifying body to allow checks on the business website and online history, including any online reviews, customer ratings etc.

12. The business will collaborate with its certifying body to allow checks on trade and customer references.
13. The business will demonstrate to its certifying body that it has appropriate certifications, management competencies and qualified staff in relevant disciplines.
14. The business will demonstrate its commitment to the continual development of knowledge, skills and understanding in all matters relevant and applicable to their professional activities and the quality mark scheme.
15. The business will demonstrate to its certifying body that it is sufficiently resourced to undertake the work it intends to do and to meet its responsibilities to customers, and has adequate and appropriate supervision in place in line with the requirements of the quality mark Code of Practice.
16. The business will demonstrate to its certifying body that it holds all relevant business and professional insurances including, but not limited to, employers and public liability insurance, and is adequately insured to cover all liabilities which might reasonably be expected to arise from its activities. All insurances will be checked on entry into the quality mark scheme and annually thereafter.
17. The business will demonstrate to its certifying body its understanding of, and compliance with, privacy, data protection and cyber-security laws, respecting and protecting the confidentiality of information obtained through work and business relationships.
18. The business will demonstrate to its certifying body its technical competence for every trade or service it offers. This includes its understanding of, and compliance with, the quality mark Code of Practice, and all relevant technical regulations and standards relating to its work and the impact of its work on other parties.
19. The business will demonstrate to its certifying body its understanding of, and compliance with, health & safety requirements, CDM Regulations, and other relevant safety legislation and HSE guidance in its sector, taking all reasonable care to avoid creating any danger of death, injury or ill-health to any person.
20. The business will demonstrate to its certifying body its understanding of, and compliance with, all current anti-discrimination regulations.
21. The business will demonstrate to its certifying body its understanding of, and compliance with, fair trading and current consumer law, including Consumer Rights Act and other relevant consumer protection legislation in its sector.
22. The business will demonstrate to its certifying body its understanding of, and compliance with, relevant environmental / wildlife / ecological protection legislation in its sector, taking all reasonable care to avoid damaging the environment.
23. The business will demonstrate to its certifying body its understanding of, and compliance with, all relevant waste disposal regulations, including where necessary holding a current waste licence for the carriage, storage and disposal of waste applicable to its trade(s).

24. The business will ensure that relevant employees, individuals they contract with and those who act on their behalf, are aware of this Code of Conduct, have been effectively trained in how to use the Code and that they comply with it.

MARKETING & PUBLICITY

25. The business will make its identity and purpose clear to its certifying body and its customers in all communications and documentation, including all digital marketing, direct marketing calls, emails and campaigns.
26. All the business's marketing claims will be legal, decent, honest and truthful, in compliance with all relevant legislation, consumer protection regulations and codes of advertising practice (eg. ASA), and all claims will be able to be justified.
27. The business will promote the benefits of the quality mark to customers, and will not mislead them in any way regarding their quality mark status.
28. The business will use the quality mark logo and other elements of its corporate identity exactly in line with the latest version of the branding manual.
29. Where the business becomes aware of quality mark logo misuse by others operating in the market, it will alert its certifying body.

LEAD GENERATION

30. The business will be responsible for the actions of employees and anyone who sells on its behalf, and will ensure that all these people receive suitable training and any contact they have with customers complies with this Code of Conduct, relevant guidance and the law.
31. The business will be able to demonstrate that any lead generation is undertaken fairly and with respect for the personal wishes of the customer.
32. The business will only generate or use leads where customers have expressed interest in the specific products and services that the business supplies.
33. The business will protect its customer database from misuse, and will not sell or supply its database to any third party without express consent of each customer on that database. This includes the transfer of that database to any linked or successor firm if the business ceases to trade.
34. The business will not send marketing communications to customers who have opted out of receiving these directly to the business or through the Telephone, Facsimile, Mail or Email Preference Services.
35. The business will ensure that any outsourced lead generation services also comply with this Code of Conduct. The business is responsible for the activity (including door-to-door, public place, telephone or mail canvassing, and any digital marketing activity) behind all leads that they buy.
36. The business will always respect the sanctity of a customer's home and will not exploit vulnerable customers.

37. The business will observe 'no cold calling' zones, including customers who have asked canvassers to leave and households with 'no sales' or 'no cold calling' window stickers.
38. The business will never engage in high pressure selling techniques, and will ensure that any individual or third party they contract with also does not engage in high pressure selling techniques.

ASSESSMENT & DESIGN STAGE

39. The business will ensure an appropriate design stage process is followed which takes a holistic approach and adequately considers the home, its local environment, heritage, occupancy, and the customers' improvement objectives when determining suitable measures.
40. The business will carry out a pre-design and/or pre-installation building survey on suitable properties, using a competent person, before a customer signs a contract. The survey(s) will be carried out in compliance with the quality mark Code of Practice.
41. If a building survey / assessment visit is chargeable to the customer, the business will ensure the cost is reasonable in the circumstances, communicated to the customer well in advance of the visit, and a written survey report will be provided afterwards to the customer.
42. The business will ensure the customer understands the reasons for, and nature of, any surveys or visits in advance.
43. If, after carrying out a building survey and/or health and safety assessment, the business considers the property is not suitable for the proposed work, the business will explain the reasons to the customer, will cancel any agreement in place and will refund any deposit or pre-payments in full.
44. The business will ensure any design of work to be carried out under the quality mark scheme complies with the requirements of the Code of Practice, taking a location-specific, whole house approach.

ADVICE

45. The business will provide honest and helpful advice on pros and cons of measures, including signposting the customer to independent advice before signing a contract.
46. The business will make accurate energy performance claims connected with any home insulation, energy saving or energy generation installations. All performance claims will be in line with approved figures or methodologies. The business will ensure all performance claims, testimonials and claims about savings, financial payback, return on investment or income are clearly attributed to a reputable source, and customers will have sufficient time to read and understand the information before a contract is signed.

47. The business will advise customers to tell any leaseholders, freeholders, mortgagors and insurers of the property about the planned work and the need to obtain the relevant consent.

CONTRACTS

48. The business will provide clear and accessible pre-contractual information to enable the customer to make an informed purchasing decision.
49. The business will provide a clear and detailed quotation before the sale is agreed and the contract is signed, including a breakdown of costs in writing, including all taxes and other costs that may apply or affect the final price, and showing details of the agreed payment schedule including any deposits or staged payments.
50. The business will provide a fair and legible contract.
51. The business will agree with the customer who will take responsibility for getting all necessary approvals before any contract is agreed and before either side enters into any financial commitment.
52. The business will provide customers with an accurate description of any annual safety checks or other regular maintenance required, and the likely costs of this.
53. The business will get express written consent from the customer to commence work in advance of starting any work.
54. The business will draw the customer's attention to any variations to the original quotation and how these will affect the completion date, and will have a clear and fair system to record any necessary or requested variations to contracts.
55. The business will make sure customers are aware of and understand their cancellation rights, in line with the requirements of consumer law.
56. The business will advise customers about any grants or other incentives available for the work and will agree with the customer whose responsibility it is to apply for them. Where the successful award of a grant or incentive is essential to a customer's agreement to proceed with measures, this will be specified as a condition of the contract.
57. The business will make customers aware of the quality mark scheme, this Code of Conduct and the Customer Charter which outlines their rights and responsibilities, and provide them with easy access to this information.

SUB-CONTRACTS, EMPLOYEES & THIRD PARTIES

58. The business will only use staff and sub-contractors who have the required knowledge, skills and competence as specified in the quality mark Code of Practice.
59. The business will ensure an appropriate level of installation supervision in accordance with the quality mark Code of Practice.

60. The business will tell the customer the details of any sub-contractor or third party carrying out any part of the contract on its behalf.
61. The business will remain directly responsible for the behaviour and conduct of all its staff and sub-contractors used. All sub-contractors and third parties used by the business to fulfil the works are required to comply with this Code of Conduct, the quality mark Code of Practice and all other relevant standards (regardless of whether that sub-contractor or third party is quality mark-registered itself or not), and the business will be fully responsible for the consequences of any non-compliance.

INSTALLATION

62. The business will provide a clear installation plan and method statement, which makes allowance for the requirements and limitations of the customer and which complies with the quality mark Code of Practice. Any variations to the method statement and/or installation plans will be confirmed with the customer before proceeding.
63. The business will exercise reasonable skill and care during installation, ensuring all works comply with the quality mark Code of Practice.
64. The business will make sure it cooperates with any intermediate inspections required by external parties, and follows the conditions of any approvals during on-site work, and will tell subcontractors about such conditions.
65. The business will carry out works to a high standard ensuring any products supplied correspond to their description, are of satisfactory quality and fit for purpose, comply with all applicable legislation, are safe and installed correctly and safely.
66. The business will respect and help to safeguard the customer's home and the occupants during installation, and take account of the needs of vulnerable customers.
67. The business will assist any customer who exercises their right to change their minds, removing goods from the property and leaving it secure, safe and watertight.
68. The business will ensure that any waste generated during the installation is stored safely and removed from site in accordance with the terms of the contract.
69. The business will dispose of waste responsibly, recycling and re-using all arisings resultant from operations where possible.

HANDOVER & COMMISSIONING

70. The business will ensure a testing, commissioning and handover process that is in full compliance with the quality mark Code of Practice.
71. The business will provide a completion of works record which must be agreed and signed by the customer.
72. The business will carry out a face-to-face handover meeting, explaining the installation and any required instructions, ongoing tests, safety checks or

maintenance regime, in line with the requirements of the quality mark Code of Practice.

73. The business will remind customers at handover stage of the quality mark scheme, the Customer Charter and how they can make contact to raise a query or complaint.

BILLING

74. The business will not take full payment from the customer before they have started the work. Deposits, interim and stage payments will be agreed in advance, in writing, and will constitute a reasonable percentage of the estimated overall costs.
75. The business will supply invoices to the customer and allow a 30-day period for payment unless otherwise agreed in writing. Invoices will include the business's VAT number and indicate whether all prices are inclusive of VAT (if applicable).
76. The business will comply with current consumer rights legislation regarding the refund of deposits and pre-payments in the case that the work is cancelled by the customer because of poor performance or any breach of contract.

CUSTOMER SERVICE & VULNERABLE CUSTOMERS

77. The business's customer-facing staff will be adequately trained for dealing with customers, and trained on this Code of Conduct, including knowing how to best to deal with customer enquiries, feedback, complaints and requests for additional work, and how to identify and deal with vulnerable customers.
78. The business will deal with customers politely and quickly, making sure all customers are provided with important information and appropriate customer service at every stage in the process.
79. The business, employees and representatives will not give false or misleading information about the business, product, services or facilities being offered.
80. The business will avoid any sort of cold calling targeting vulnerable customers or customers who have additional needs, and will ensure any customer who appears vulnerable in any way receives additional care and support to understand the key documents, including quotations and other pre-contractual information, contracts and guarantees.
81. The business will ensure that it has an appropriate number of people in the right areas of its business holding a DBS report if the business regularly works with vulnerable people.

COMPLAINTS HANDLING & DISPUTE RESOLUTION

82. The business will agree with its certifying body the definition of a complaint (as opposed to just an enquiry), and will keep appropriate written records of every complaint received.

83. The business will have a speedy, responsive, accessible and user-friendly complaints handling procedure operating to appropriate prescribed timescales, approved by its certifying body, with designated staff or outsourced services to manage complaints.
84. The business will provide its complaints procedure free of charge to the customer up to the point of mediation/arbitration.
85. The business will provide to customers a single point of contact for all complaints and dispute resolution, with the capability to support vulnerable people.
86. The business will deal with complaints professionally and courteously, in compliance with its agreed complaints handling procedure, and will try its best to settle complaints amicably with the customer without delay.
87. If a complaint cannot be resolved, the business will follow its agreed procedures for Alternative Dispute Resolution and will comply with the outcome of that process.

REMEDIAL WORK

88. As soon as the business becomes aware of any mistake it may have made, the business will let the customer know at the first opportunity and agree how quickly the mistake will be put right. Mistakes will be fixed at the business's own expense.
89. The business will agree all remedial works with the customer before work is carried out.

FINANCIAL PROTECTION

90. The business will make accessible to customers clear and accurate information about the insurance cover the business has in place for itself, including the extent of the cover, the contact details of the provider and any limits to its territorial coverage.
91. If finance (such as a personal loan or HP agreement) is part of the business's offer to a customer, the business will hold valid, appropriate and up-to-date authorisations.
92. If it is involved in selling, arranging or discussing or administering insurance options with customers, the business will have Financial Conduct Authority (FCA) authorisation either directly or as an appointed representative of another firm. The business will not attempt to advise the customer on matters of insurance if not authorised to do so.
93. Before commencing work, the business will inform the customer about what financial protection is available to them for the work covered by the contract. This may include insurances, and the option to use independent escrow accounts or credit card payments for certain activities.
94. For all work over £500 + VAT, and at no cost to the customer, the business will provide adequate financial protection should the business cease trading, covering pre-payments, deposits, work in progress and, for 6 years post-completion, for materials and workmanship. All manufacturers' guarantees will be passed on to the

customer. The financial protection will be transferable to the new householder in the event the customer moves home.

95. The business will ensure that any goods or materials bought for the customer, using money paid in advance by the customer, is kept separate from its own goods and those of third parties. The business will keep these goods and materials properly stored, protected, insured and identified as the customer's property.

RECORD KEEPING & REPORTING

96. The business will keep contractual records, installation plans, completion of works records and complaints records for not less than 6 years. This applies to all records, electronic or paper-based, relating to any work carried out under the quality mark scheme.
97. The business will ensure all information required by quality mark is fully and accurately entered into its online 'works notification hub' / Data Warehouse.
98. The business will provide full and accurate information for any ongoing monitoring reports required by its certifying body.