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INTRODUCTION

This Code of Conduct sets out how professional businesses (from the biggest companies to sole traders) should behave, operate and report in the UK domestic energy efficiency, retrofit and renewable energy installation market. These are the requirements which must be met or exceeded for the business to hold the quality mark and be allowed to operate within the Each Home Counts framework.

The Code of Conduct applies to all works undertaken by the business upon entry into the framework, and throughout its certification period. Businesses are contractually required to comply with the Code of Conduct, and to cooperate with all relevant auditing and monitoring of that compliance. If they fail to do so, they can face sanctions or disciplinary action.

The terms of this Code of Conduct may be changed by the Strategic Governance Board by providing all certifying bodies and businesses with X days' notice. None of the conditions of the Code of Conduct will affect consumers' or businesses' rights under any existing laws.

Key principles – this Code is designed to:

- Create an effective, minimum standard of consumer protection that works consistently across all disciplines and trades
- Facilitate simple and proportionate consumer protection
- Build trust and confidence among consumers, industry and the funders into this market
- Avoid duplication and unnecessary bureaucracy on businesses
- Work within existing legal frameworks - not to interpret, replace or restrict the law
- Work in conjunction with the Code of Practice and Customer Charter
- Reflect and support existing consumer legal rights
- Reflect and build upon existing best practice within industry
- Be practical for certifying bodies to audit, monitor and enforce

Glossary

- 'Business' – the company, organisation or sole trader who wishes to be awarded the quality mark.
- 'Certifying bodies' – the certification bodies, industry groups and scheme operators approved under the Framework Operating Requirements to accredit and certify businesses against the quality mark.
- 'Customer' – property owner, landlord and/or tenant of a building.'
- 'Vulnerable customer' – those whose circumstances put them at risk of making an incorrect or inappropriate decision, or who are at risk of receiving inferior goods or services. Includes those with a physical (or mental) disability or health problems, who are elderly, with poor literacy or numeracy skills, who are purchasing something at a time of particular stress or distress, or whose first language is not English, and English is the only language in which sales material is available.

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.		Definition needed for 'fit and proper persons'?
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.		

<p>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.</p>		
<h2>BUSINESS BASICS</h2>		
<p>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.</p>		
<p>9. The business will keep its certifying body updated on any changes to its name, legal status, location, structure and primary contact details.</p>	<p>Red flags:</p> <ul style="list-style-type: none"> • Company name change(s) or other changes for reasons which are not understood by the certifying body – in such cases a decision will be required by certifying body as to whether the firm can be re-registered. • Changes in the controlling interests of a body corporate. 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Compliance with Companies Act and Companies (Trading Disclosures) Regulations, with consistent business name and proof of residential or trading address • Strong current and historical trading – min 6 months? • Good credit rating • Recently filed accounts • Membership of another Government-backed registration scheme which requires similar background checks <p>Red flags:</p>	<p>Frequency of background checks?</p> <p>Length of trading record required?</p> <p>Checks on sole traders?</p>

	<ul style="list-style-type: none"> • Insufficient financial stability and business resources likely to sustain the operation of the business and its services. • Undisclosed changes to business governance, finances etc. • Disqualified directors • Insolvency • Unresolved CCJs (accepting firms with spent CCJs will be at the discretion of the certifying body) • Unexplained changes to business name • Problematic linked companies and partnerships • Evidence of phoenix companies • Criminal convictions (although need to note Rehabilitation of Offenders legislation – certifying body decision required) 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Up-to-date website showing relevant logos and certification information. • Compliance with E-Commerce Regulations. • Positive online and press reviews. <p>Red flags:</p> <ul style="list-style-type: none"> • Recent consistently poor online reviews/ratings. • Google search evidence which suggests a track record of poor performance or customer complaints. 	
<p>12. The business will collaborate with its certifying body to allow checks on trade and customer references.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Customer satisfaction surveys or regular system of requesting feedback on every job done. • Minimum of 10 customer references from jobs carried out in the last 12 months? • Minimum of 3 supplier references? • Original testimonial letters, references and thank you emails from customers (including contact details of 	

	<p>the customer) kept and made available to the certifying body for checking.</p> <ul style="list-style-type: none"> • A regularly updated list of recent happy customers who could be contacted for a reference. 	
<p>13. The business will demonstrate to its certifying body that it has appropriate certifications, management competencies and qualified staff in relevant disciplines.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Clear information provided to the certifying body and to customers on the key people within a business, their status and qualifications. • Evidence that staff are suitably qualified, certified where applicable and skilled to undertake the tasks assigned to them. • Evidence of meeting the competence ratio required within the Code of Practice. • Understanding of, and compliance with, any manufacturers' own training requirements and restrictions. • Certification by relevant Competent Persons Scheme. • Evidence from independent skills checker websites? <p>Red flags:</p> <ul style="list-style-type: none"> • Job titles or descriptions used by sales staff and representatives which give a misleading impression about a person's qualifications or experience 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Evidence that all staff receive training on the quality mark scheme as part of their induction. • Evidence of a technical CPD programme for key staff. 	
<p>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.</p>	<p>Red flags:</p> <ul style="list-style-type: none"> • Insufficient financial resources or solvency. • Insufficient staff to manage workload. • Insufficient resources to carry out contracts for buying/leasing energy generators or the space they occupy agreed with customers. 	<p>Definition of 'sufficient'? A hard standard to audit.</p>

<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Adequate arrangements, including insurance, to underwrite the liabilities arising from any claims resulting from deficiencies or product or system selection, design, detailing or installation. • Full insurance cover for any accidental damage caused while on the customer's premises. • Public Liability Insurance with minimum £2m cover, from an authorised insurer. • If required, Employers' Liability Insurance with minimum £5m cover, from an authorised insurer. • Professional Indemnity Insurance for relevant individuals, such as designers and advisors, from an authorised insurer. • If appropriate, insurance for working at height, working with construction vehicles and working with contractors. • Insurance provider regulated by FCA and/or PRA. 	
<p>17. The business will demonstrate to its certifying body it 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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • All personal information about customers is safely and appropriately stored and used, in accordance with data protection principles, within the reasonable expectation of the person that the information is about, and in accordance with the business's notification to the Information Commissioner's Office. • Training given on the Data Protection Act and the Privacy & Electronic Communications (EC Directive) Regulations. 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • On-site inspection of current or recently completed work carried out by the business for every trade/service it offers, by the certifying body's experienced, competent or suitable qualified inspector. 	

<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Health & Safety policy in compliance with Code of Practice 	
<p>20. The business will demonstrate to its certifying body its understanding of, and compliance with, all current anti-discrimination regulations.</p>		
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Primary Authority partnership with a Trading Standards body/local authority • FCA approval if arranging finance for customers. • Evidence of training undertaken on relevant consumer law, such as: <ul style="list-style-type: none"> – Consumer Rights Act – Supply of Goods Act 1979 – Supply of Goods & Services Act 1982 – Consumer Credit Act 1974 – Consumer Protection from Unfair Trading Regulations 2008 – Business Protection from Misleading Marketing Regulations 2008 – Consumer Contracts (Information, Cancellation & Additional Changes) Regulations 2013 – consumers only – FCA Consumer Credit Sourcebook • Documentation and websites provide all required pre-contract information and, where applicable, cancellation rights. 	<p>Not all of these are relevant for certain customers, eg. Social landlords, but good for businesses to understand all? Quality mark scheme should help certifying bodies keep updated on these – opportunity to partner with CTSI Virtual College?</p>
<p>22. The business will demonstrate to its certifying body its understand of, and compliance with, environmental / wildlife / ecological protection legislation in its sector, taking all reasonable care to avoid damaging the environment.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Accreditation to a recognised standard for environmental management and reporting. 	<p>Will relevant, trade-specific environmental standards / rules /</p>

		guidance be in the Code of Practice or appendices?
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.	<p>Green flags:</p> <ul style="list-style-type: none"> • Clear information on business marketing literature, website, correspondence etc. which provides the legal name and, if appropriate, the registered number of the company registered with Companies House. • An email address to which correspondence can be sent and which is monitored. • A landline telephone number. • For sole traders/non-companies, information on the name of the proprietor, address, email address and landline. • Clear identification of business identity on social media, online directories, referral sites. • All vehicles display the business name. • Branded clothing for business staff. • Compliance with TPS best practice guidance, including direct marketing calls always start with information on who is calling, which business they represent, and the purpose of their call. 	Virtual office addresses and PO Box addresses allowed if certifying body can verify a residential address for the business?

	<ul style="list-style-type: none"> • Compliance with Privacy & Electronic Communications (EC Directive) Regulations. <p>Red flags:</p> <ul style="list-style-type: none"> • Use of PO Box address for correspondence? • Use of additional undisclosed trading names or websites. • Use of only a mobile phone number to receive calls. • False claims to represent the Government or other authority. 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Use of ASA-approved wording on energy savings. • Use of standardised leaflets. • Use of verifiable testimonials and customer references. <p>Red flags:</p> <ul style="list-style-type: none"> • Misuse of any logo or claim regarding memberships, authorisations, awards or recognition. • Publicity or marketing activity which is misleading or likely to cause offence or annoyance to the public. • Prosecutions or other formal legal action for breach of legislation. 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Evidence of a quality mark promotional strategy. • Clear, jargon free information on the quality mark scheme, how it works and benefits to the customer. 	
<p>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.</p>	<p>Red flags:</p> <ul style="list-style-type: none"> • Logo misuse or any non-compliance with the quality mark branding manual. 	
<p>29. Where the business becomes aware of quality mark logo misuse by others operating in the market, it will alert its certifying body.</p>		

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.	<p style="color: green; margin: 0;">Green flags:</p> <ul style="list-style-type: none"> Clear business procedures in place to ensure compliance with the Telephone Preference Service, the Mailing Preference Service and the Your Choice Preference Service. <p style="color: red; margin: 0;">Red flags:</p> <ul style="list-style-type: none"> Rewards or inducements to unduly influence a person or organisation to introduce or recommend the business's products and services. 	
32. The business will only generate or use leads where customers have expressed interest in the specific products and services that the business supplies.		Implies a ban on cold calling?
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.	<p style="color: green; margin: 0;">Green flags:</p> <ul style="list-style-type: none"> Clear and easily accessible facility for customers to unsubscribe from communications. <p style="color: red; margin: 0;">Red flags:</p>	

		<ul style="list-style-type: none"> • Use of pre-ticked opt-in boxes to gain consent for marketing 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Names of non-compliant lead generators are reported back to the certifying body and Strategic Governance Board. <p>Red flags:</p> <ul style="list-style-type: none"> • Buying leads or generating leads through 'lifestyle surveys'. 		
<p>36. The business will always respect the sanctity of a customer's home and will not exploit vulnerable customers</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • ID cards or similar system to identify business representative upon arrival at the home. <p>Red flags:</p> <ul style="list-style-type: none"> • Forcing entry to the home, entering when not invited to do so, or refusing to leave when requested to do so. 		
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Clear guidance to sales staff regarding cold-calling. 		
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Certificated sales process and guidance for sales staff. • Transparency on commission • Full records on length of time spent in the customer's premises for sales visits, with notes on why any long meetings were required <p>Red flags:</p> <ul style="list-style-type: none"> • Staying in a customer's premises for more than 2 hours (except in circumstances agreed by the certifying body). 	Payment on commission allowed?	

	<ul style="list-style-type: none"> • Repeated visits or contacts with a customer to an excessive extent (harassment). • Making direct marketing calls at unreasonable times, such as between the hours of 9pm and 9am. • Consultation or sales-related visits to the customer's home of more than two hours, or remaining in the home past 10pm. • Befriending vulnerable customers to sell them goods or services later. • Special offers, incentives, perks, gifts, discounting on price in return for signing on the spot (drop closing). • Withholding price information until the end of the visit. • Making false or misleading claims regarding prices, price reductions or the time that a specific price will be available. • Any sorts of claims that a salesperson or the business will be in financial difficulty or may lose their job if they do not make the sale. • Frightening customers into buying goods or services by telling them they are at risk if they do not buy, when they are not. • Follow up sales visits or calls offering further discounts or other information intended to pressurise a customer into signing a contract. 	
<h2>ASSESSMENT & DESIGN STAGE</h2>		
<p>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.</p>		

<p>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.</p>		
<p>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.</p>		
<p>42. The business will ensure the customer understands the reasons for, and nature of, any surveys or visits in advance.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Information on site surveys/assessment visit procedures published on the business's website and communicated to the customer, including: <ul style="list-style-type: none"> – Cost and payment terms, if relevant – Refund policy, if relevant – Requirements for access or other requests that will be made of the customer – Potential disruption to facilities or services – Typical timescales for surveys – How to book and rearrange appointments <p>Red flags:</p> <ul style="list-style-type: none"> • Site surveys/assessment visits to homes which are already known to be unsuitable from preliminary conversations. • Surveys or visits made by third parties or a business's representatives which have not been agreed in advance with the customer. 	
<p>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.</p>		

<p>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.</p>	<p>Red flags:</p> <ul style="list-style-type: none"> • Starting an installation before all the specific information has been obtained and confirmed. • Designs based on only partial information. 	
<h2>ADVICE</h2>		
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Advice to support the customer’s expressed requirements. • All customers given information on the quality mark scheme’s independent information hub. • Whole house approach in all approved advice. • Risks and dependencies clearly explained, including what could go wrong. • Clearly outline expectations – what the business can potentially provide, but also the limits. • Clear and honest information on the pros and cons of products and technologies, including potential side-effects of systems (eg. Noise, heat radiation, electro-magnetic radiation etc) • Advice is clear and concise. • Advice is easily understandable. • Clear wording on funding availability. • Impartial technical appraisal available. <p>Red flags:</p> <ul style="list-style-type: none"> • Evidence of advice given only on what the business sells. 	
<p>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</p>	<p>Green flags:</p>	

<p>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.</p>	<ul style="list-style-type: none"> • Full information on performance based on the actual situation of the household, its actual energy use and pattern of energy use. • Standardised heat loss calculations. • Calculations based on product information which have been confirmed by an independent test laboratory in line with all relevant standards. • Specific performance data for the technologies and products due to be installed, including the impact of any related products. • Written technical and performance information provided to the customer in a format that is readily understandable by non-experts. • Assumptions (for example, about future energy prices, likely energy outputs, interest rates or inflation) set out, clearly explained and attributed to a reputable source. <p>Red flags:</p> <ul style="list-style-type: none"> • Calculations which are not recorded, cannot be justified or made available for inspection by the certifying body if asked. • Misleading case studies or testimonials. 	
<p>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.</p>		
<h2>CONTRACTS</h2>		
<p>48. The business will provide clear and accessible pre-contractual information to enable the customer to make an informed purchasing decision.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Business name, address, telephone, email and website. • Details on how the customer can contact the business rapidly and directly, including a telephone 	

	<p>number they can call or the address of a local office or showroom they may visit.</p> <ul style="list-style-type: none"> • Business legal status (eg. Sole trader, limited company, partnership etc). • Company registration number, where relevant. • Business’s quality mark status/number/ID, and contact details of its certifying body. • VAT registration number, where relevant. • Details of any other professional bodies, trade associations or public registers the business is a member of, and its registration/membership numbers. • Pre-contract information and cancellation rights (where applicable) as required by the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 when dealing with customers who are consumers. • Details of how a customer can leave feedback on the performance of the business. • Details of how a customer can register a complaint with the business. • Details of the business’s ADR provider. • Details of the quality mark scheme and its Customer Charter. 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Quotations signed by an authorised signatory of the business. • Clear, easily understandable, written proposals and quotations which include: <ul style="list-style-type: none"> – Itemised list of products and goods – Itemised list of all survey, design, installation work and other services – Costs of any other meters, monitoring, licences, permissions or approvals required (including, for example, planning permission, Building Control costs, EPCs, connection requirements etc) 	

	<ul style="list-style-type: none"> - Costs for any additional services or equipment arising from site-specific conditions - Standard hourly rate or potential charges for any work arising from unforeseen circumstances - Descriptions of ancillary costs - Likely costs of replacement parts, annual safety checks or maintenance required during lifetime of measure - All taxes, including VAT - Timetable for supplying goods and carrying out work - Business terms and conditions, including payment method, timing and deposits - Pre-contract information and cancellation rights (where applicable) as required by the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 when dealing with customers who are consumers. - Information on financial protection provided - Information on how long the quote is valid for - Information on assignment of rights, where relevant - Information on after-sales support <p>Red flags:</p> <ul style="list-style-type: none"> • Unexpected costs on the invoice to the customer, including variations or extra charges which they have not agreed beforehand. 	
<p>50. The business will provide a fair and legible contract.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • As above. • Contracts in compliance with Consumer Rights Act 2015. 	

		<ul style="list-style-type: none"> • Use of Plain English model terms and contracts approved by the certifying body. • Terms and conditions written with the help of Trading Standards / Primary Authority partnership. • Copies of all contractual paperwork provided to the customer available for inspection by the certifying body. <p>Red flags:</p> <ul style="list-style-type: none"> • Unfair contract terms or seeking to secure an unfair advantage over customers making buying decisions. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • Agree and record changes in writing on the contract whenever any amendments are made. • Contract variations signed by the customer. • Procedure for explaining to the customer the consequences of exercising a right to change their mind at different stages, including any changes to their cancellation rights. 	
55. The business will make sure customers are aware of and understand their cancellation rights , in line with the requirements of consumer law.		<p>Green flags:</p> <ul style="list-style-type: none"> • Cancellation rights clearly stated in any sales documentation, pre-contractual documentation or contracts. 	

		<ul style="list-style-type: none"> • Template form for cancelling the contract. • Clear contact information. <p>Red flags:</p> <ul style="list-style-type: none"> • Premium rate telephone number given to customers for cancellations or contractual queries. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • Customer Charter leaflet provided to the customer with contract documentation, and again upon handover. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • Names of sub-contractors given to customers along with a description of what work they will do. 	
61. The business will remain directly responsible for the behaviour and conduct of all its staff and sub-contractors		<p>Red flags:</p> <ul style="list-style-type: none"> • Contracts in the name of more than one business. 	

<p>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.</p>	<ul style="list-style-type: none"> • Offering or providing, either directly or indirectly, any form of reward, gift or inducement to any person or third-party to perform unsatisfactory work or service of any type. 	
<h2>INSTALLATION</h2>		
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Agreed schedule and timescales for the work • Updated and reissued quotations and timescales where necessary in the light of other requirements arising during planning Building Control, and other approvals. • All staff, contractors and sub-contractors have the appropriate safety qualifications for the nature of their work. 	
<p>63. The business will exercise reasonable skill and care during installation, ensuring all works comply with the quality mark Code of Practice.</p>		
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Regular on-site meetings and effective communication between all parties. 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Use of CE marked products. • Product user instructions and technical safety information made available. <p>Red flags:</p>	

	<ul style="list-style-type: none"> • Deliberate, reckless or negligent sale or use of products which are unsuitable or unnecessary for the customer's needs. • Use of counterfeit products. 	
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.	<p>Green flags:</p> <ul style="list-style-type: none"> • Clear policy that installers or other business staff should not be alone with children in the home. • Procedures to ensure the health, safety and wellbeing of all occupants and visitors to the home is protected, including advice, guidance or other actions to avoid accident or injury during installation. • Routine use of adequate sheeting, protective covering and barriers to prevent unnecessary damage to the home. • Considerate and safe storage of equipment and tools. • Mitigations against dust and rubble, as far as is reasonably practicable. • Careful planning of works to minimise disruption. • Procedures for cleaning up throughout and at the end of the works. 	
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.		More than the law requires
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.	<p>Green flags:</p> <ul style="list-style-type: none"> • Procedure to ensure all waste is removed no later than 7 days after completion of the works. 	
69. The business will dispose of waste responsibly, recycling and re-using all arisings resultant from operations where possible.	<p>Green flags:</p> <ul style="list-style-type: none"> • Recycling policy 	

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.		Green flags: <ul style="list-style-type: none"> • Customer feedback form provided
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.		Green flags: <ul style="list-style-type: none"> • Trained staff who know how to conduct an effective handover to the customer. • Provision of written handover information, including instructions for safe use, maintenance guidance and warranty information. • All guides, manuals and other relevant documentation located adjacent to installed measures where appropriate and convenient to do so. • Copies of these documents retained by the business for future reference.
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.		Green flags: <ul style="list-style-type: none"> • Provision of Customer Charter leaflet information
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.		Red flags: <ul style="list-style-type: none"> • Deposits of more than 25% of contract value • Demands for additional pre-payments taking the total to over 60% of contract value

		<ul style="list-style-type: none"> • Demands for additional pre-payments outside an agreed schedule or too far in advance of completion of the work. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • Clear procedures for the prompt refund of customer deposits and pre-payments where required by law 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • A named contact/liaison person in the business that the customer can talk to. • Evidence and records of customer service training for customer-facing staff and sub-contractors, covering this Code of Conduct, selling methods, consumer rights, cancellation rights and dealing with vulnerable customers' needs. • Clear process for dealing with requests from customers for additional work outside the scope of the original contract, and variations to the contract. • Support for Friends Against Scams initiative. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • Accessible and user-friendly procedures to ensure customer enquiries are dealt with effectively. • Regular on-site meetings with the customer. 	

		<ul style="list-style-type: none"> • Agreed timescales and Service Level Agreements for dealing with enquiries and correspondence. <p>Red flags:</p> <ul style="list-style-type: none"> • Delays • Premium rate telephone numbers 	
<p>79. The business, employees and representatives will not give false or misleading information about the business, product, services or facilities being offered.</p>			
<p>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.</p>		<p>Green flags:</p> <ul style="list-style-type: none"> • Evidence that staff and sub-contractors have been appropriately trained to identify and support any customer who appears vulnerable in any way. • Evidence of key information tailored to the needs of vulnerable people. • Procedures in place to allow vulnerable customers to be supported by a trusted friend or relative, and scheduling meetings to make this possible. • DBS-checked staff or sub-contractors working in vulnerable customers' homes where this is appropriate and practicable. <p>Red flags:</p> <ul style="list-style-type: none"> • Creating, obtaining, using, maintaining or distributing any sort of list or database of specific customers who are vulnerable or susceptible to responding to cold calling approaches (so called 'suckers lists'). 	
<p>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.</p>			

COMPLAINTS HANDLING & DISPUTE RESOLUTION

<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Clear recording of any active intervention to investigate and resolve a dispute 	
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Nominated staff who are designated complaints handlers / leaders of teams of complaints handlers. • 24-hour inspection of heating and hot water systems where a customer is left without those facilities because of the situation that has led to the dispute. 	<p>Timescales for complaints handling?</p>
<p>84. The business will provide its complaints procedure free of charge to the customer up to the point of mediation/arbitration.</p>		
<p>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.</p>		
<p>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.</p>	<p>Green flags:</p> <ul style="list-style-type: none"> • Providing the same level of co-operation with local consumer advisers or other intermediaries acting on behalf of the customer when making a complaint, as they would when dealing directly with the complainant. <p>Red flags:</p> <ul style="list-style-type: none"> • Unnecessary delay, putting off or ignoring the need to attend to a complaint or the necessary remedial work to fix a justified complaint or guarantee/warranty claim. 	

		<ul style="list-style-type: none"> Acting through the courts against customers without first trying to solve the dispute in line with its stated complaints procedure. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> Use of ADR through a CTSI Approved Provider Free/low cost arbitration for vulnerable people / fuel poor 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> Written information to the customer explaining the extent of the work to be carried out, the nature of the fault the business is seeking to repair and any limits to its responsibility. Works carried out with due regard to the behaviours outlined in 'Installation' section above. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> Information on the business's insurance published on its website. 	

<p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>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.</p>		<p>Green flags:</p> <ul style="list-style-type: none"> • The mechanism of financial protection must be provided by a financial protection provider which has the necessary licences, permissions and authorisations to provide appropriate financial protection to consumers in the United Kingdom. • The mechanism of financial protection must provide customers with recourse to a domestic compensation scheme of last resort, which shall honour customers' valid claims where the financial protection provider is in default of its obligations to honour claims. • The mechanism of financial protection must provide customers with recourse to a domestic dispute resolution scheme, which is competent to hear complaints and disputes which have been escalated to it by the customer; and which is competent to impose binding decisions on the financial protection provider. 	

	<ul style="list-style-type: none">• The mechanism of financial protection must provide customers with deposit cover when a deposit payment is collected, and pre-payments (staged payments) when a pre-payment is made. The deposit and pre-payment cover must be capable of either (a) completing the work, with the customer paying the outstanding balance; or (b) refunding the amount of the deposit or pre-payment.• The mechanism of financial protection shall run conterminously with the business's own written guarantee and shall take the place of that guarantee where the business ceases to trade.• The business's own guarantee shall commence on the completion date of the work and shall provide cover against defective workmanship and materials in the main aspects of the work for 6 years (although certain features and parts of work may be covered for less than 6 years).• The financial protection provider's capital resources must be sufficiently robust and be measured against a recognised solvency regime.• The types of claims likely to be made for a given trade type must be capable of being paid without the customer making payment of a disproportionately high excess or deductible. The excess or deductible shall not be set at such a level that claims made by customers are discouraged.• The financial protection must be designed to indemnify the customer so that in the event of a claim the customer is returned to a financially comparative	
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		position, and does not include any liabilities beyond that required for successful completion of the work.	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • Clear clause in contract that such goods or materials bought in advance using customer's money remain the customer's property and they can inspect or repossess them at any time. 	
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.		<p>Green flags:</p> <ul style="list-style-type: none"> • Effective record keeping system which ensure safe storage of: <ul style="list-style-type: none"> – Survey documents – Quotations and performance estimates – Orders, contracts and leases – Commissioning checks and handover packs – Relevant certification documents – Notifications under relevant Building Regulations or grid operator requirements – Subcontract agreements for installation work, lead generation and/or sales representatives – Customer feedback and complaints – Information on how complaints have been resolved 	
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.			