Home Insulation & Energy Systems Contractors Scheme (HIES)

Code of Practice

HIES
Consumer
Code

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Version P

The Home Insulation and Energy Systems Quality Assured Contractors Scheme (HIES) is a division of The Integrity Foundation, a Company Limited by Guarantee.

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Home Insulation & Energy Systems (HIES) Quality Assured Contractors Scheme

Code of Practice

Introduction to the Code of Practice

This is the Code of Practice for the Home Insulation & Energy Systems Quality Assured Contractors Scheme (HIES).

Every member agrees to be bound by the terms of this code of practice (as amended from time to time), by entering into their Membership Agreement.

The code is split into **ordinary provisions (shown in bold)** which are **mandatory in all circumstances** and *special provisions (shown in italics*) which are guidance and represent best practice, if relevant to the activities of the member and are designed to provide a means of demonstrating compliance with the ordinary provisions.

The Code of Practice shall have effect throughout the member's period of membership and shall apply particularly to, but not be exclusively restricted to, the member's responsibilities and commitments in respect of any consumer contracts entered into by the member during its period of membership of our scheme.

This Code of Practice sets out the required standards of conduct by members. It focusses on the relationship between members and consumers in installations for domestic purposes.

All members of the scheme are contractually required to comply with the Code of Practice. If they fail to do so, they can face sanctions or disciplinary action. The scheme operates an independent panel who are responsible for enforcing the terms of membership and of the code and imposing any necessary and proportionate sanctions. This can include requiring members to amend or improve systems, financial penalties or expulsion from the scheme. The independent panels do not deal with individual complaints, as these are dealt with by independent alternative dispute resolution (see section J), but the experience of complainants may form valuable evidence for consideration by the panels. In addition, members conduct is continuously monitored and audited against the requirements of this Code of Practice.

Publication date: 1st January 2024

Operational from: 1st February 2024

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Code of Practice

Scheme members must act with professional integrity at all times.

Code Provisions

A1 Members shall not bring HIES or this Code of Practice into disrepute.

A1.1 **The Directors, Senior Managers, Shareholders, Owners, Partners and other persons exercising significant controlling functions of the member shall be fit and proper persons for discharging their responsibilities under this Code of Practice.**

A1.2 **The customer-facing workers must be adequately trained for dealing with consumers and act in accordance with their training at all times.**

A1.3 **Members are directly responsible for the behaviour and conduct of all of their workers and any subcontractors used. Members shall ensure that HIES, any customer and any administrator of HIES is not brought into disrepute by the member.**

A2 Members shall make their true identity clear in all documentation provided to consumers and on any website that they operate.

A2.1 **Sales Literature, letters, emails and any correspondence or document produced by the member and websites that the member is responsible for must contain as a minimum:**

a. **The legal name of the company registered with Companies House**
b. **The registered address (which cannot be a PO Box) for the company**
c. **The registered number of the company**
d. **An e-mail address to which correspondence can be sent and which is monitored (See Section E1 regarding the minimum requirements for contracts or quotations)**

A2.2 **Members who are not companies, must provide the name of their proprietor, their address and an e-mail address to which correspondence can be sent and which is monitored.**

A2.3 **Members must provide notification to HIES of any trading names that they use and of the domain names of all websites that the member is responsible for as required under the scheme.**

A3 Members shall be clear about and shall not misrepresent the status, position and qualifications of its partners, directors, management, workers or contractors.

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A3.1 **Members are not necessarily required to disclose status, positions or qualifications, but if they provide any statement, indication or claim in relation to the status, position and qualifications of theirs or any partner, director, worker or person representing them, they must do so in a clear, transparent and truthful manner. Members must be able to substantiate qualifications if requested to do so.**

A4 Members must be adequately insured to cover their activities.

A4.1 **As a minimum, members must maintain public liability insurance with a minimum sum insured of £2m, from an authorised insurer.**

A4.2 **Where members employ workers, they must maintain Employers Liability Insurance with a minimum sum insured of £5m, from an authorised insurer.**

A4.3 **Insurance cover specified in A4.1 and A4.2 must provide cover for all activities undertaken by the member including provisions for working at height, working with construction vehicles and working with contractors where these are appropriate.**

A4.4 *Members should consider additional insurance cover where appropriate to cover other liabilities it may face, such as Professional Indemnity Insurance.*

A5 Members must, where required due to their activities, obtain and maintain authorisation by the Financial Conduct Authority (FCA).

A5.1 *Any members selling, arranging or discussing finance options with consumers are likely to require FCA authorisation either directly or as an appointed representative of another firm.*

A5.2 *Any members offering or administering insurance may also require FCA authorisation.*

A5.3 **Members must not enter into any arrangements or act in any way that seeks to provide access to financial services (and particularly any loan) that may avoid the need for the member to be authorised and/or reduce the protection available to customers.**

A6 Any membership, authorisation, award or recognition claimed by a member must be genuine and supported by evidence.

A6.1 **Where a member makes a membership, authorisation, award or recognition claim on any public-facing document or website, they must be able to provide supporting evidence on request.**

A6.2 **A member may not mislead about the status of their membership, authorisation, award or recognition by any organisation.**

A6.3 **Where a member makes reference to a testimonial provided by a prior customer or supplier, the member must keep the original testimonial letter or e-mail and consent to use this. The testimonial and the consent must be retained for at least the duration of the use of the testimonial and be available on request for the purposes of the scheme or its auditors.**

A7 Members must, where legally required, obtain and maintain authorisation from the Information Commissioners Office to process personal data.

A7.1 **Members will obtain personal data on individuals and in using that data must comply with the Data Protection Laws.**

A7.2 **Members will notify customers of the passing of data to the scheme and the ways in which the scheme will use it.**

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Scheme members must treat consumers fairly and with respect.

Code Provisions

B1 Members must act and behave fairly to consumers.

B1.1 **Members must not use unfair contract terms or seek to secure an unfair advantage over consumers making buying decisions. If consumers do not understand a particular term or details of any element of a product or service, members must explain matters in clear language understandable to the consumer.**

B1.2 **In all dealings with consumers, members must act in a professional manner, within the law and within any applicable standards or code of conduct applicable to the member. Members must not use any unfair contract terms in breach of the Consumer Rights Act 2015.**

B2 Members must protect personal information about consumers and may only use information fairly, in accordance with data protection principles; within the reasonable expectations of the person that the information is about and in accordance with their notification to the Information Commissioner's Office.

B2.1 **Lead generation must be undertaken fairly, with respect for the personal wishes of consumers and in accordance with all legal requirements. Consent shall be obtained in accordance with the data protection laws. Members must take any action to comply with the requirements of the Telephone Preference Service, the Mailing Preference Service and the Your Choice Preference Service.**

B2.2 **Members must not buy leads or generate leads through 'lifestyle surveys' and must only use or generate leads where consumers have properly consented to the use of their data.**

B2.3 **Members must act to protect their consumer databases from misuse and may not sell or supply their database to any third party without the express consent of each consumer on that database. This includes the transfer of the database to any linked or successor firm in the event that the member ceases to trade.**

B2.4 **Members must not send unsolicited email communication unless the recipient has previously consented to receiving such information. Members must not use a pre-ticked opt-in box in order to obtain consent.**

B3 Members must disclose who they are in direct marketing calls, e-mails and campaigns and act responsibly.

B3.1 **Members must only make direct marketing calls at reasonable times of the day and must never make such calls between 9pm and 9am. Members must conform to any Ofcom requirements in the making of marketing calls.**

B3.2 **Members must state near to the beginning of a call, who they are and the purpose of their call.**

B3.3 **Members must provide a facility with any direct marketing for the recipient to unsubscribe from receiving further communications from the member.**

B4 Members must not engage in high pressure selling techniques.

B4.1 **In addition to other examples of high pressure selling techniques, members must not:**

a. **Repeatedly visit or contact a consumer to an excessive extent (harassment)**
b. **Claim that a salesperson or the company will be in financial difficulty or may lose their job if they do not make the sale**
c. **State any inflated prices for goods or services, then offering a sizable discount for immediate agreement (drop closing) – See also B4.2 – B4.3 below**
d. **Befriend vulnerable consumers in order to sell them goods or services at a later date**
e. **Frighten consumers into buying goods or services by telling them that they are at risk if they do not buy the goods or services, when they are not**

B4.2 **Any special offers, incentives, perks or inducements offered to consumers must be honoured, must not be excessive and made available to the consumer for a minimum of seven days following the offer being made. Special offers, incentives, perks or inducements offered to consumers in exchange for signing the contract on the day are not permitted.**

B4.3 **Special offers including gifts and promotions must clearly state the full terms and conditions including start and end date, instructions on how to participate, and any other factors likely to influence the consumers understanding of the offer.**

B5 Members must not discriminate or exclude consumers based on individual characteristics and circumstances, such as age; disability; caring or dependency responsibilities; gender or gender identity; marriage or civil partnership status; political opinion; pregnancy or maternity; race, colour, caste, nationality, ethnic or national origin; religion or belief; sexual orientation; or other distinctions.

B5.1 **Members must act in accordance with the Equalities Act 2010. When carrying out credit worthiness assessments in accordance with Financial Conduct Authority guidelines, members may consider socio- economic factors.**

Code of Practice

Scheme members must be honest and truthful about the products and services they supply.

Code Provisions

C1 Members must describe, advertise and sell their products in a manner which is legal, decent, honest and truthful.

C1.1 Members must comply with all necessary and relevant codes of advertising practice which would include, but not be limited to:

a. **The Advertising Standards Authority**
b. **The British Code of Advertising Practice**
c. **The OFCOM Codes of Practice**
d. **The UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing**
e. **The Television Advertising Standards Code**
f. **The UK Code of Broadcast Advertising**
g. **The PhonePayPlus Code of Practice**

C1.2 Members must ensure that any publicity, method of advertising or marketing activity for which it is responsible is lawful, accurate and is not likely to mislead or cause offence or annoyance to the public.

C2 Members must comply with any additional requirements related to specific products or services as set out in Section K of this Code of Practice.

C3 Members must comply with all statutory requirements in relation to sales including, but not limited to, the Consumer Protection from Unfair Trading Regulations 2008 and (if applicable) the FCA Consumer Credit Sourcebook.

Scheme members must respect each consumer's home.

Code Provisions

D1 Members must respect the sanctity of a consumer's home.

D1.1 **Members must identify themselves on arrival at a consumer's home and may only enter the household if specifically invited to do so.**

D1.2 **Members must not conduct sales visits in a consumer's home that last in excess of 2½ hours and must not remain in a consumer's home past 10pm unless they obtain the express consent of both the consumer and their supervisor and this is recorded in writing.**

D1.3 **Members must immediately leave a consumer's home when requested to do so.**

D2 Members must respect any expressed wish that consumers do not accept cold calling at their home and must not exploit consumers through cold calling.

D2.1 **This includes, but is not limited to, consumers who have requested canvassers to leave, households within an official 'no cold calling zone' or households with 'no cold calling' window stickers.**

D2.2 *Members should consider the significant reputational and legal risks of cold calling and whether or not more effective and less intrusive marketing channels are available.*

D2.3 **Members are directly responsible and accountable for the actions of any agents involved in cold calling (including door-to-door, public place, telephone or mail canvassing) regardless of whether or not the agent is employed by the member.**

D2.4 **Members must not conduct cold calling targeting vulnerable consumers or consumers who have additional needs (see Section I). Members must not conduct cold calling for the purpose of selling mobility or accessibility equipment.**

D2.5 **Members must not create, obtain, use, distribute or maintain any lists or databases of specific consumers that are susceptible to responding to cold calling approaches (so called 'suckers lists').**

D3 Members must take action to safeguard children and vulnerable adults when their workers are in a consumer's home.

D3.1 Members' workers should not be alone with children and vulnerable adults in the home.

D3.2 During installations, members must take action to protect the health, safety and wellbeing of anyone, particularly children and vulnerable adults, living at or visiting the premises, including taking action to secure items or equipment that may cause an accident or injury.

D3.3 Members must offer clear guidance and information to householders about how to ensure the safety of children and vulnerable adults on site, particularly where scaffolding is erected.

D4 Members must take precautions to prevent damage to the consumers' home.

D4.1 Members must use adequate sheeting, protective covering and barriers to prevent unnecessary damage to a consumers' home. This must also include for the prevention, as far as is reasonably practicable, of the spread of dust or rubble.

D4.2 Members should ask householders to remove any precious or valuable items from work areas and try to plan their work so as to minimise disruption to consumers.

D4.3 Members should ensure that their workers maintain cleanliness and leave the property clean and tidy at the conclusion of their works.

Code of Practice

Scheme members must provide clear and accessible information at all stages of the work they carry out.

Code Provisions

E1 Members must provide clear and accessible pre-contractual information to enable the consumer to make an informed purchasing decision.

E1.1 **The information provided to the consumer in advance of a purchasing decision, must include as a minimum:**

a. **information about the main characteristics of the product(s)**
b. **the member's legal identity, registered number and address**
c. **details of any other trader on whose behalf the member is acting or to whom the member intends to subcontract work (if this is known at the time)**
d. **information on key contract terms**
e. **pricing information showing the total price and a breakdown, where appropriate, of how that price has been reached including:**
- ***i.*** **delivery charges**
- ***ii.*** **VAT charges**
- ***iii.*** **Any statutory fees (e.g. planning consents)**

f. **any charges for credit (see E2 below)**
g. **any other costed items and whether optional or mandatory**
h. **any specific information that is required to be disclosed in accordance with Section K**
i. **information about delivery, payment and any other performance arrangements**
j. **information about any special offers, inducements or incentives offered to the consumer as a part of the deal**
k. **information about withdrawal or cancellation rights**
l. **information about complaint and after sales procedures**
m. **information on the availability and price of linked goods and services, such as routine servicing and phone helplines**

E1.2 **Members must provide pre-contractual information in writing (which includes by electronic mail), in an accessible format and in a timely manner to consumers on request.**

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E2 Members supplying goods or services on credit agreements must comply with all documentary requirements of the FCA Sourcebook on Consumer Credit.

E3 Members must provide a clear installation plan, which must make allowance for the requirements and limitations of the consumer.

E3.1 The installation plan will assist in discharging the member's responsibilities under the Construction, Design and Management Regulations 2015. The installation plan must help to:

a. **sensibly plan the work so the risks involved are managed from start to finish**
b. **have the right people for the right job at the right time**
c. **cooperate and coordinate the work with others**
d. **have the right information about the risks and how they are being managed**
e. **communicate this information effectively to those who need to know, including the householder**
f. **consult and engage with workers about the risks and how they are being managed**

E3.2 The member must explain the implications on proceeding with installation during the right to cancel the contract (See section F). Members must obtain the express written consent from the consumer to commence works.

E3.3 Members will agree timescales for the completion of the installation with the consumer at the time of signing the contract or as soon as possible thereafter. If a Member is unable to provide a specific date and time for the installation or completion, then the Member must give the customer a window of 2-3 days for the installation. Any preparation required to be made by the customer prior to work starting must also be outlined by the Member in advance. Members should be flexible when agreeing timescales and take into account the customers preference. Where delays occur, as much advanced notice as possible should be given to the customer and suitable alternative dates offered and agreed by both parties.

E4 Members must carefully record any necessary or requested variations to contracts and these must be agreed and signed by the consumer.

E5 Members must make a completion of works record, which must be agreed and signed by the consumer.

E5.1 The completion of a works record should be an opportunity for the member to explain the installation, provide any instructions for safe use or maintenance and ensure the consumer is satisfied with the product.

E6 Members must make consumers aware of the HIES scheme they are utilising.

E6.1 Consumers must be provided with an information leaflet provided under the scheme about the scheme.

E6.2 Members should explain the key characteristics of the scheme, the Code of Practice and what consumers can expect to receive. Members should explain that a copy of this Code of Practice is available free-of-charge by visiting www.hiesscheme.org.uk or by calling 0344 324 5242.

E7 Member contractual records, installation plans and completion of works records must be kept securely for an appropriate period of time.

E7.1 Members should consider the appropriate period of time given the potential for claims under any warranty and the provision of services. Claims may arise 6 years after the end of a warranty or service.

E8 Where consumers are entitled to external funding, government incentives or where installations are undertaken without charge to the consumer, members must clearly explain the terms of these arrangements and must not mislead consumers.

Scheme members must offer clear rights for consumers to change their mind.

Code Provisions

F1 Members must provide consumers with a right to change their mind and cancel their contract unless the installation is in response to an emergency situation.

F1.1 **The right for consumers to change their mind must be clearly stated in any sales documentation, pre-contractual documentation or contracts.**

F1.2 **Members must provide a postal address, e-mail address and a non-premium rate telephone number that consumers can contact to exercise their cancellation rights.**

F1.3 **Members must provide a template form that consumers can use if they wish to exercise their right to cancel, however, it is not a requirement that consumers use this form.**

F1.4 **Where members are either:**

a. **supplying goods that are specifically made to the consumers' specification in advance of delivery, or**

b. **concluding contracts in a showroom or other premises owned by the member, they must provide the facility to cancel for at least seven clear days following the signing of a contract. This is unless the consumer explicitly requests that the goods are made or the installation is in response to an emergency situation.**

F1.5 **Members must provide a 14 day cancellation period, that ends 14 days after the day on which the contract is entered into, if the contract is a service contract.**

F1.6 **Members must provide a 14 day cancellation period, that ends 14 days after the day on which the goods come into the physical possession of the consumer (or their nominated person), if the contract is a sales contract.**

F1.7 **In all other cases, including in cases where goods are cut-to-fit on site or fitted to the fabric of the building, members must provide the facility to cancel the contract (subject to Section F2 below) for at least 14 days starting from the date on which the works are completed (see Section E5).**

F1.8 **Members must obtain express written permission when a consumer agrees for work to begin within their cooling off period.**

F2 Members must be clear with consumers about the consequences of exercising a right to change their mind at different stages of the installation process.

F2.1 For any installations other than goods that are specifically made to the consumers' specification in advance of delivery or are ordered in a showroom or at the members' premises (which are limited to the seven-day cancellation period), the consequences of cancellation should be explained as follows:If no work has commenced, the consumer is entitled to change their mind and receive a full refund of any deposit paid.

a. If preparatory work (such as a survey or application for planning permission as examples) has taken place, the consumer is entitled to change their mind, but the member may levy a fee provided it is a reasonable reflection of the value of the work that has been carried out and they notified the consumer of what this fee would be in the original contract and the consumer gave them permission to go ahead with the preparatory work.

b. If installation has commenced or been completed, the consumer is entitled to change their mind but the member may levy a fee for the work done so far and the reduced value of the goods supplied. If the work has been completed, this could mean that the consumer would have to pay a significant proportion of the agreed price.

F2.2 In the event of a contract cancellation, the member may not include lead generation fees or sales commissions in the calculation of any fees for the work done on the contract so far.

F3 Where a consumer exercises their right to change their mind, members must remove their goods from the property and leave it secure, safe and watertight.

F3.1 Members are under no obligation to refit old goods back to the property and it may be impossible for them to do so. However, members must ensure that the property is reasonably secure from intruders and is left in a safe condition. Any electricity cables, gas or water pipes should be capped off and the property should be reasonably watertight.

F3.2 Any remaining materials, sheeting, rubble or waste must be safely removed from the property. Any scaffolding must be safely removed and dismantled.

F3.3 Consumers should be informed that cancellation of contracts post installation, whilst permitted by law, will result in loss of amenity, significant cost and may not be a practical option.

F3.4 Where a 'goods and service' contract is made, a member should always get written permission from the consumer for the service to start within the cancellation period. In this instance, where consumers exercise their right to cancel the member can request a reasonable amount for the supply of the service and goods already provided.

F4 The balance of any deposits or refunds due to the consumer must be provided within 14 days and any linked agreements, such as credit agreements, must be cancelled provided suitable means to meet any fees payable have been secured.

Code of Practice

Scheme members must professionally and competently deliver and install products.

Code Provisions

G1 Members must exercise reasonable care and skill when installing products.

G1.1 **Members must ensure that installations comply with all current legislation, building regulations, electrical or gas safety requirements, relevant British or International Standards or industry-accepted guidance notes.**

G1.2 **Installers must be suitably qualified, certified where applicable and skilled to undertake the tasks assigned to them. Where manufacturers place restrictions on the skills or training requirements for installers of their products, these restrictions must be complied with.**

G2 Members must carry out works to a high standard ensuring that products are fit for purpose.

G2.1 *Members should take account of both functional and cosmetic flaws, providing appropriate remedies.*

G3 Members must supply safe products and ensure that they are safely installed.

G3.1 **All members, their workers and contractors must have appropriate safety qualifications for the nature of their work.**

G3.2 **All products supplied must be supported by adequate user instructions and members shall hold a copy of or have access to any technical safety file provided with the product by the manufacturer.**

G4 Members using sub-contractors are directly responsible for the standard and quality of the sub-contractors work as though they were direct employees of the member.

G4.1 Where the member requires a specific certification in order to complete an installation, then any subcontractor must have the equivalent certification.

G5 Members must ensure that any waste generated during the installation is stored safely and removed from the site in accordance with the terms of the contract.

G5.1 If no mention of waste handling is made in the contract, it is presumed that the member is responsible for the removal and disposal of all waste generated from the installation.

G5.2 Waste must be removed not more than 7 days following completion of the installation.

G5.3 Members are responsible for the safe removal and disposal of waste and they must either be or use a waste carrier that has a current licence issued by the Environment Agency (or equivalent). Members are responsible for checking the waste carrier licence of any sub-contractor.

Scheme members must protect consumers' deposits and guarantees.

Code Provisions

H1 Members must not take deposits or staged payments that exceed 25% of the total contract value or £5,000 whichever is the lesser, without prior written consent given on behalf of the scheme.

H1.1 **Members must register, on the scheme job registration system (portal.jobreg.org.uk), every contract within 7 days of the contract being signed by the customer. This is to ensure the issue of the schemes introductory letter/email detailing the benefits of HIES including the provision of the Deposit & Stage Payment Protection Insurance Certificate directly to the customer. The member must clearly identify the amount of deposit taken (which must not be above 25% of the contract value or £5,000 whichever is the lesser) and the date any such deposit/stage payment was paid by the customer.**

H2 Members must provide a Workmanship Guarantee, which must provide for a minimum of two years cover.

H2.1 *Upon satisfactory completion of the work, and all properly due and payable sums having been paid, the Member should provide each customer with its workmanship guarantee in addition to any manufacturers guarantee and forward it to the customer within 7 days together with a formal acknowledgement of receipt of the monies paid.*

H2.2 **Workmanship guarantees must not contain any restrictive or unfair terms that contravene unfair contract terms legislation.**

H2.3 **Members must ensure that if a property changes ownership there will be no charge to transfer any workmanship guarantee to the new owners of the property.**

H2.4 **Members must register and update every customer record on the scheme website in order that an Insurance Backed Guarantee is issued to the customer to underwrite the workmanship guarantee. This protects the consumer should the member cease to trade and not be in a position to honour such a guarantee.**

H2.5 **Members must, within 7 days of the completion of a contract, enter the completion date for that customer on the scheme website. This will then initiate the production and delivery of the Insurance Backed Guarantee to the customer.**

H3 Members must pass on any manufacturers guarantee applicable to the product and, where no such guarantee exists or is inadequate, must provide a Product Guarantee, which must provide for a minimum of two years cover.

H3.1 *Where a manufacturer's guarantee is provided, it is in addition to a consumer's statutory rights the consumer may have with the member under Consumer Rights Act 2015 which is to ensure that the product supplied is fit for purpose, as described and is of satisfactory quality.*

H3.2 *Members should provide detailed information regarding any extended guarantees and the costs and cover associated with any such extended guarantees.*

Scheme members must identify consumers with additional needs and provide appropriate support.

Code Provisions

I1 Members must attempt to identify any consumers with additional needs or who, by their circumstances, may be potentially vulnerable customers and deal with them sympathetically and appropriately.

I1.1 *Consumers with additional needs may be those that need special help or assistance, such as those living with a disability, those who may need help understanding complex products, or those who may need to rely on others. Vulnerable consumers are those whose circumstances put them at risk of making an incorrect or inappropriate decision.*

I1.2 *Importantly, a person is not necessarily vulnerable, nor may they have any particular additional needs merely because they are older, disabled or living with any particular condition. Vulnerability and additional needs are very much a matter of individual circumstances.*

I1.3 *Vulnerable consumers include those:*

a. *with a disability that may put them at risk of making an incorrect or inappropriate decision*
b. *with poor literacy skills*
c. *with a lack of knowledge about a complex product or service*
d. *who are purchasing something at a time of particular stress or distress*
e. *whose first language is not English, and English is the only language in which material is available*
f. *whose age may put them at risk of making an incorrect or inappropriate decision*

I2 Where a consumer is identified as vulnerable or with additional needs, members must make reasonable adjustments to their service offer to meet those additional needs or adequately address the vulnerability.

I2.1 **The Mental Capacity Act states that a person is unable to make a specific decision if they cannot understand information about the decision to be made, cannot retain that information in their mind, cannot use or weigh that information as part of the decision-making process or cannot communicate their decision. The member's representative must consider that a consumer's vulnerability may not be immediately obvious. Although a sight impairment, disability or age-related vulnerability may be apparent. It may also be that a consumer is vulnerable due to a change in circumstances, for example a recent bereavement.**

I2.2 **Under the Equality Act 2010 it is illegal to discriminate. It is important that the member's representatives try to accommodate the needs of a vulnerable consumer and do not simply refuse to deal with them.**

I2.3 **This means that when a member identifies that a consumer has a disability or vulnerability they must make reasonable adjustments to accommodate them by proactively suggesting solutions that will help consumers make informed choices and taking steps to ensure they fully understand key documents including the quotation, contract and guarantee.**

I3 Members must have an adequate policy to ensure that information can be provided in an alternative format for customers with additional needs where necessary, e.g. other languages, large font, brail, audio or to advise such customers to read through documents with a trusted friend or relative.

Scheme members must recognise the value of effective complaint-handling systems.

Code Provisions

J1 Members must make sure that consumers are provided with effective and appropriate customer service to include:

a. before a contract has been agreed

b. after placing an order

c. after booking

d. after paying

e. after the product has been installed

J1.1 *Members should have accessible and user-friendly procedures in place to ensure that these enquiries are dealt with effectively. Whenever possible, customer service that goes beyond the requirements of law should be provided free or at a reasonable charge.*

J1.2 *Members should endeavour to respond to enquiries within five days and where a customer shows concerns, the member must show a willingness to satisfy their requirements.*

J1.3 Members must provide a non-premium rate contact telephone number for any consumers wishing to make a complaint or make a service call.

J2 Members must adequately train their workers to handle complaints and must nominate a person who is the designated complaints handler (or the leader of a team of complaints handlers if appropriate).

J2.1 *At all times, the member's personnel/agents, i.e. sales workers, complaints handler, administration workers and the managing director or proprietor(s), should have undergone HIES's induction training.*

J2.2 *All customer facing personnel, including any third party sales workers (e.g. anybody engaged in the sales process for or on behalf of the member) should attend a training seminar which will include information on selling methods, consumer rights, cancellation rights and identifying and dealing with consumers with additional needs.*

J3 All complaints must be dealt with professionally and courteously in strict compliance with the member's approved complaints procedure.

J3.1 **Every customer or prospective customer, on request, must be provided with a document setting out the following information:**

a. **the name and contact details of the person with whom initial and on-going contact should be made in the event of a complaint, i.e. the member's complaint handler;**

b. **a timescale for the sending of a written acknowledgement of a complaint;**

c. **details of the timescale within which the outcome of an investigation of the complaint will normally be completed;**

J3.2 **The document required by J3.1 must state that:**

a. **the member will advise any complainant at the earliest opportunity if it considers it will be unable to meet its normal time scale for the investigation of complaints, will give reasons for the same and will advise the complainant of the new anticipated date of completion of the investigation(s);**

b. **where the complainant is dissatisfied with the progress of a complaint, they have the right to request assistance from the scheme. This will normally take the form of investigation and/or an attempt at settlement by conciliation or mediation by the scheme administrator on the customer's application to them,**

c. **if an attempt at conciliation or mediation fails to resolve the complaint/dispute, the complainant may, at any time, require that the matter be referred to the Ombudsman with a request for a review or for a formal intervention and a binding decision;**

d. **the complainant may, at any time, register a formal complaint directly with the Ombudsman (although it would be normal for all of the processes set out above to have been exhausted before such a direct reference is made);**

e. **The Ombudsman is entirely independent of the members and HIES and can be contacted through www.disputeresolutionombudsman.org**

J4 If a customer or prospective customer wishes to make a formal complaint, the member must allow this to be made in writing (including email) or any other format (including by telephone) the customer or prospective customer chooses. The member must record the details of the complaint in writing and ensure the member's complaint handler has sufficient detail to give the member the opportunity to respond and deal with specific issues. If a customer or prospective customer refuses to put a complaint in writing it must still be addressed.

J4.1 **A log of all complaints (the complaints directory) must be kept by the complaint handler together with details of all communications with the customer with respect to the complaint (the 'tracking form').**

J4.2 **The complaints directory and tracking forms shall be made available for inspection at any time by the scheme or the Ombudsman.**

J4.3 **The member's complaint handler shall be responsible for handling the complaint, progressing the complaint and for recording in writing details of all communications with the customer within the complaints directory and tracking forms.**

J4.4 **Where a consumer is without electricity, heating or hot water as a result of the situation that has led to the complaint, the member will arrange to inspect the system within 24 hours of receiving the complaint. Where the cause is due to the installation completed by the member then the member must provide temporary electricity, heating or hot water. All other complaints shall be acknowledged in writing within not more than three working days of being received by the complaint handler.**

J4.5 **The complainant must be advised in the letter of acknowledgement of the following:**

a. **receipt of the complaint by the member;**
b. **the member's internal complaints procedure;**
c. **the scheme complaints procedure;**
d. **the identity and contact details of the nominated complaint handler;**
e. **the date by which the member will send a detailed response to the complainant setting out the specific actions that will be taken to respond to the complaint ('detailed response') and the anticipated timescale if the specific matters of which complaint is made are not addressed in the letter of acknowledgment.**

J4.6 *A detailed response should usually be provided in writing to the customer within fourteen days of the date of receipt of the formal written complaint and should be a final disposition of the matter.*

J4.7 *The complaint handler without undue influence from any other person within the member will decide the most appropriate detailed response depending upon the seriousness or urgency of the complaint and:*

a. *if a detailed response cannot be provided within the originally specified timescale, shall inform the complainant of the new anticipated timescale and the reason for the delay; or*

b. *if an investigatory visit is required, the complaint handler and the complainant should liaise to set up an appointment that is convenient for both parties. Where reasonably practicable this appointment should take place within fourteen days of advising the customer of the need for an investigatory visit.*

J4.8 **Where a consumer is without electricity, heating or hot water as a result of the situation that has led to the complaint, the member's complaint handler must provide a final response in writing to the customer within not more than 24 hours.**

J4.9 **In all other cases, the member's complaint handler must endeavour to provide a final response in writing to the customer within seven working days of the date of carrying out the investigatory visit.**

J4.10 *A member may request a complaint is submitted in writing (including email) to form part of its records but shall not make this a requirement.*

J4.11 Where a member's complaints procedure has been exhausted, the member must provide the consumer with the name, contact details and website address of its nominated ADR body.

Code of Practice

Home Insulation and Energy Systems claims and information.

Code Provisions

K1 Members must not make misleading or unjustified energy performance claims connected with any home insulation, energy generating, energy storing, or energy saving installations.

K1.1 **Any energy performance calculation for all home insulation, energy generating, energy storing or energy saving products must be provided to every consumer in plain, understandable language.**

K1.2 **All performance calculations for all home insulation, energy generating, energy storing or energy saving products must be based on the applicable standard calculations approved for use by:**

a. **The Microgeneration Certification Scheme (or any equivalent approved by HIES); or**
b. **The Flexible Energy Oversight Registration Body (or any equivalent approved by HIES); or**
c. **The Energy Performance Validation Scheme (or any equivalent approved by HIES);**

If none of the above are available, the member must provide an energy performance calculation of zero for any installation. (i.e. that the installation will make no difference to the energy performance of the household) or provide HIES with evidence of the performance calculations the member wishes to use.

K1.3 *All energy performance calculations should be presented in kilowatts (kW) and kilowatt hours (kWh). However, the use of other secondary measures is permitted in addition to kW and kWh.*

K1.4 **Members must not use energy inflation rates that exceed the official rates published by the Office for National Statistics.**

K1.5 **Members must not make any claims regarding potential savings in heating or energy bills unless reasonable and justified calculations have been carried out which take into account the expected energy use based on actual past usage for the household.**

K1.6 *All energy performance calculations provided to consumers should be kept for an appropriate period of time and include information about all of the parameters used and assumptions made in reaching the calculation.*

K2 Members must not make misleading statements in connection with the provision of free, subsidised, rental or buy-back energy generating, energy storing or energy saving products.

K2.1 **All free, subsidised, rental or buy-back installations must be fully explained to the consumer and, if applicable, any joint householder, landlord, interested party or other person that the installation may affect.**

K2.2 **If a consumer is required to assign their right to receive incentive payments to a third party, this must be fully explained to the consumer and completed by a contract approved by the Home Insulation and Energy Systems scheme for that purpose.**

K2.3 *If access to any special energy tariff, energy discounts or any incentives is dependent upon the consumer meeting any eligibility requirement or having any particular ancillary equipment (such as a smart meter), it is the member's responsibility to verify that the consumer meets those eligibility requirements or has the necessary ancillary equipment. The consumer shall incur no costs or penalty as a result of the member failing to verify eligibility or ancillary equipment unless the consumer was knowingly dishonest in the representations that they made to the member.*

K2.4 **Any rental or buy-back terms must be outlined clearly in writing, with requirements for their return and any deductions (or refusals to buy back) due to damage or cleaning required being reasonable and clearly outlined at the beginning of the agreement. Any work carried out to remove the product from the consumer's premises must be carried out with minimal disruption to the building, with the decoration being made good as appropriate or as originally contracted.**