



**hies**

Home Insulation & Energy Systems  
Quality Assured Contractors Scheme



Abbreviated:

# Scheme Rules & Code of Practice

*For Consumers*

For a free copy of the full Scheme Rules and  
Code of Practice, contact:

**Tel: 0344 324 5242**

**[www.hiesscheme.org.uk](http://www.hiesscheme.org.uk)**

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### THE CHARTERED TRADING STANDARDS INSTITUTE (CTSI) CONSUMER CODE APPROVAL SCHEME (CCAS)

HIES believes very strongly in Consumer Protection. We ensure that consumers are dealt with professionally, courteously and sympathetically. Any products installed by HIES Members must be fit for purpose, installed professionally and come with comprehensive guarantees which are covered by specialist insurance providing consumers with a high level of protection and peace of mind.

HIES also believes that consumers should have free access to robust dispute resolution and therefore provide consumers with free mediation, free independent inspection (at HIES discretion) and free access to an independent Ombudsman to help resolve any issues that may arise.

To that end, the HIES Scheme Rules & Code Of Practice is a stringent set of Rules that members must adhere to at all times in their dealings with consumers. Our Code has been approved by The Chartered Trading Standards Institute Consumer Code Approval Scheme (CCAS).

For further information on CCAS please see:  
[www.tradingstandards.uk/advice/ConsumerCodes.cfm](http://www.tradingstandards.uk/advice/ConsumerCodes.cfm)

### Why I Strongly recommend using a HIES Member....

“ With HIES you get accredited installers, independently backed guarantees (even if the firm refuses to help you or goes out of business), free access to industry inspectors, professional mediators and – if you’re unsatisfied – a highly regarded Ombudsman who can settle your dispute with the power of the law behind them. There are lots of trade associations in the building and home improvement sectors, but HIES puts you first - and you don’t pay extra for the safeguard.”

Nick Ross

(HIES ambassador & former BBC Watchdog presenter).



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# What is HIES?

HIES is a consumer protection organisation regulating members operating in the eco, renewable and home insulation sectors. HIES is dedicated to ensuring consumers are protected, have peace of mind and ensures comprehensive consumer protection comes as standard. HIES services are completely free of charge to consumers.

All HIES Accredited Installers are continually vetted (see page 5) in many areas in order to help ensure consumers are satisfied. All consumers receive comprehensive protection throughout the buying, installation and after sales experience. Consumers can check to establish if their installer is on the HIES national Network of Accredited Installers before placing their order.

HIES provides a **FREE service to investigate any complaints** made against members. This includes: FREE mediation, FREE independent inspections (at HIES discretion) and FREE access to an independent Ombudsman.



The scheme's ambassador is **Nick Ross** (former BBC Watchdog and Crimewatch presenter).

## What Products Do HIES Cover?

### SMALL SCALE HEAT AND POWER GENERATORS:

- Wind Energy Products
- Air Source Heat Pumps
- Biomass Heating Products
- Combined Heat and Power Products (CHP)
- Ground Source Heat Pumps
- Small Scale Hydro Products
- Solar Thermal Hot Water Products
- Solar Photovoltaic Products

### GENERAL HOME IMPROVEMENTS:

- Cavity Wall Insulation
- Chillers
- Cylinder Thermostats
- Draught Proofing
- Duct Insulation
- Gas-Fired Condensing Boilers
- Hot Water Showers
- Hot Water Systems
- Hot Water Taps
- External Wall Insulation Systems
- Fan-Assisted Storage Heaters
- Flue Gas Heat Recovery Devices

- Heating Controls For Wet Central Heating Systems Or Warm Air Systems
- Heating Ventilation And Air-Conditioning Controls (Including Zoning Controls)
- High Performance External Doors
- Hot Water Controls (Including Timers And Temperature Controls)
- Hot Water Cylinder Insulation
- Internal Wall Insulation Systems (For External Walls)
- Lighting Systems, Fittings And Controls (Including Rooflights, Lamps And Luminaires)
- Loft Or Rafter Insulation (Including Loft Hatch Insulation)
- Mechanical Ventilation With Heat Recovery Systems
- Oil-Fired Condensing Boilers
- Pipework Insulation
- Radiant Heating
- Replacement Glazing
- Roof Insulation
- Room In Roof Insulation
- Sealing Improvements (Including Duct Sealing)
- Secondary Glazing
- Solar Blinds, Shutters And Shading Devices
- Transpired Solar Collectors
- Under-Floor Heating
- Under-Floor Insulation
- Variable Speed Drives For Fans And Pumps
- Warm-Air Units
- Waste Water Heat Recovery Devices Attached To Showers

# Accreditation Procedure And Annual Vetting

### Before being offered membership installers must:

- 1 Undergo a five point credit and background history check on the proprietors/directors which includes multiple phoenix checks, credit scores, CCJ checks and similar trading name checks.
- 2 Provide HIES with a copy of their most recent accounts (to prove financial stability).
- 3 Provide HIES with a list of the last 6 month's customer installs. HIES will choose 10 customers, at random, to whom we will send our Consumer Satisfaction Questionnaire.
- 4 Provide HIES with a minimum of 3 key suppliers who can be independently approached for quality assurance purposes.
- 5 Provide HIES with proof of MCS membership (only required when installing small scale heat and power generators).
- 6 Provide HIES with a copy of their current company letterhead (to ensure compliance with the Business Names Act 1985).
- 7 Provide HIES with a copy of any sample quotation documents and any pre-contractual documents.
- 8 Provide HIES with a copy of any Consumer Contract including Terms and Conditions.
- 9 Provide HIES with a copy of all guarantee/s for all products installed.

- 10 Provide HIES with a copy of its Complaints Process and Nominated Complaints Handler.
- 11 Provide HIES with proof of FCA registration (only required if using a finance facility).
- 12 Provide HIES with a copy of their current Health and Safety Policy.
- 13 Provide HIES proof of:
  - a) £2m Public Liability Policy
  - b) £10m Employer's Liability Policy.

### ANNUAL VETTING

HIES have produced a comprehensive **Member Performance Monitoring process**. This monitors many aspects of the consumer experience and adherence to all aspects of the HIES Scheme Rules and Code of Practice.

There are three methods HIES will use to measure the effectiveness of the Scheme Rules & Code of Practice. These are:-

- 1 Annual membership audit
- 2 Monthly monitoring of customer complaints
- 3 Quarterly monitoring of customer satisfaction surveys

This comprehensive monitoring process has been verified as meeting the CTSI core criteria by an independent Chartered Statistician.



# Clear and Truthful Marketing

## ADVERTISING

All advertisements undertaken by HIES members must comply with all relevant codes of advertising including:

- *UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing*
- *UK Code of Broadcast Advertising*
- *the Television Advertising Standards Code*
- *the Radio Advertising Standards Code*
- *the PhonepayPlus code for all premium rate charged telecommunication services*
- *any other relevant code of advertising*

### Plus:

- *all other relevant statutory requirements, such the Consumer Protection from Unfair Trading Regulations 2008 and the FCA Consumer Credit Sourcebook.*

## HIES Members shall take all reasonable steps to ensure:

- any publicity, methods of advertising or marketing activity for which it undertakes is not unlawful, inaccurate, misleading, or likely to cause offence or annoyance to the public;
- any reference to HIES, including its logo or design, is in accordance with HIES guidelines;
- any use of the .Consumer Code Approval Scheme logo is compliant with the CCAS Licensing Terms.

# Clear and Accessible Information

## PRE-CONTRACTUAL AND QUOTATION INFORMATION

HIES members must ensure that consumers have accurate and adequate pre-contractual information and quotations to enable them to make an informed purchasing decision.

### Any pre-contractual information and quotations must include clear and accurate:

- information about the main characteristics of the product
- details of the trader's name and address
- details of any other trader on whose behalf the trader is acting
- information on key contract terms
- pricing information showing the total price and a breakdown, where appropriate, of how that price has been reached including:
  - delivery charges
  - VAT charges
  - credit charges by compliance with the FCA Consumer Credit Sourcebook
  - any other costed items and whether optional or mandatory
- information about delivery, payment and any other performance arrangements
- information about withdrawal or cancellation rights
- information about complaint and after sales procedures
- information on the availability and price of linked goods and services, such as routine servicing and phone helplines
- information given in a form which is accessible to the consumer

## ALTERNATIVE FORMAT INFORMATION

HIES members must have an adequate policy to ensure that information can be provided in an alternative format for vulnerable consumers where necessary, e.g. other languages, braille, large font, or to advise such consumers to read through documents with a trusted friend or relative.



## TERMS AND CONDITIONS

HIES members must ensure that consumers are provided with clear and fair contractual terms and conditions. The terms and conditions of business must be clear, unambiguous and must not disadvantage the consumer. All terms must conform to the **Consumer Rights Act 2015** and the **Consumer Protection from Unfair Trading Regulations 2008**.

All terms and conditions must be approved by Trading Standards and HIES prior to HIES giving authorisation for the member to use such terms and conditions.

## DISCOUNTS

HIES members must not state inflated prices for goods or services, then offer a sizeable discount or 'special one day offer prices' which aren't true.

## SUBCONTRACTING

If a HIES member wishes to subcontract any part of the installation of a 'small scale heat and power generator', any organisation acting as a subcontractor to the member must also be registered with the Microgeneration Certification Scheme (MCS).

## PERFORMANCE ESTIMATES MANDATORY FOR ALL SMALL-SCALE HEAT AND POWER GENERATOR QUOTES

HIES members can install many products under the classification of 'Home Insulation & Energy Systems'. It is not necessary for HIES members to produce performance estimates for any products installed other than products which may be classified as 'Small-scale Heat and Power Generators' (see below). Products that are classed (currently) as 'Small-scale Heat and Power Generators' (energy generators) are:

- Wind Energy Products
- Air Source Heat Pumps
- Biomass Heating Products
- Combined Heat and Power Products (CHP)
- Ground Source Heat Pumps
- Small Scale Hydro Products
- Solar Thermal Hot Water Products
- Solar Photovoltaic Products

## WRITTEN ESTIMATES OF PERFORMANCE ARE MANDATORY

HIES members must provide consumers with a readily understandable written estimate showing how the energy generator will perform. This must be provided before the contract is signed and be based on specific performance data for the product being installed. Where the estimate is based on standard or 'average' premises, HIES members must provide full details of the source of the assumptions that underpin the data.

## CALCULATIONS AND SITE SURVEYS

During the visit, HIES members must clearly explain whether a technical site survey will be required. When a Technical Survey is required consumers must be advised that the quotation and estimate could change after the site visit. In this case consumers would have the right to cancel the contract without penalty, even when the site visit occurred after the cooling off period.

HIES members must present calculations that are based on the standards developed by Microgeneration Certification Scheme (MCS) for individual technologies. Calculations must be based on product information that has been confirmed by an independent test laboratory in line with all standards that apply. All ratings must be presented in kilowatts (kW), and output in kilowatt hours (kWh), although other units, for example Btu or therms, may also be used, if appropriate.

## PERFORMANCE CALCULATIONS MUST BE

## BASED ON A CUSTOMER'S ACTUAL ENERGY USE

Proposals to consumers must only include estimates of savings, 'payback' periods or other measures of financial effectiveness based on the consumer's actual energy use. Any assumptions that have been made (for example, of energy prices, interest rates or inflation) must be set out and clearly explained. These estimates should not mislead the consumer in such a way as to affect their economic behaviour. HIES members may, however, publish case studies showing the effectiveness of previous installations, as long as they give full details of the energy costs, the size and type of the energy generator supplied and the type of property in which it was used.

## VARIATIONS IN PERFORMANCE DUE TO CLIMATIC EFFECTS OR FUEL VARIATIONS MUST BE TAKEN INTO CONSIDERATION

Where output is in any way unpredictable, due to climatic effects or fuel variations, for example, HIES members must:

- base calculations on yearly figures and not for any particular time of year.
- identify if the assumptions are based on 'average' or 'worst case' scenarios.
- identify where the information on which their assumptions are based came from;
- identify the area and altitude where the information was measured;
- describe the relationship between the rated output (in kilowatts) and the predicted average output (in kilowatt hours each year);
- allow, in their calculations, for shade from buildings, aspect, distance from the measurement location, variations in fuel moisture and quality, and any other factors that apply.

## RECORDING ALL PERFORMANCE CALCULATIONS

HIES members must record all performance calculations on which predictions have been made. This applies to each energy generator installed, for each customer, for a period of 10 years.



HIES members must inform all consumers of the HIES Scheme Rules & Code of Practice and what benefits they receive. Also, a HIES Member must advise consumers that a copy of the HIES Scheme Rules & Code of Practice is available free of charge by either visiting the HIES website ([www.hiesscheme.org.uk](http://www.hiesscheme.org.uk)) or contacting HIES direct on 0344 324 5242.

HIES members must respect the sanctity of a consumer's home. In particular, members must recognise that the consumer is the master of what happens in or at their own home and it is the responsibility of the member's representatives to 'walk away' when requested to do so.

## REPRESENTATIVES IDENTIFICATION AND REMAINING IN THE CONSUMERS HOME

Where the representatives of members are invited into a consumer's home, they must:

- identify themselves to the consumer at the point of invitation
- leave immediately if requested to do so or if it becomes apparent that the consumer is not interested in the goods or services the business is selling
- ask permission to remain in the consumers home where any presentation/representation has lasted two hours and more time is needed to complete the presentation/representation. If the consumer refuses, the HIES member's representative must leave the consumer's premises at this time

## HIGH PRESSURE SELLING

HIES members must not engage in any high pressure selling to include:

- repeatedly visiting or contacting a consumer, even if they have or have not indicated that they do not want the goods or services on offer
- refusing to leave a consumer's home when asked
- subject consumers to unreasonably long visits in order to secure a sale
- claiming that the salesperson faces financial difficulty or will lose their job if they don't achieve a sale
- stating inflated prices for goods or services, then offering a sizeable discount, or 'special one day offer prices', which aren't true
- befriending vulnerable consumers in order to sell them goods or services at a later date
- frightening consumers into buying goods or services, by telling them they are at risk unless they buy goods or services, when they are not

## CUSTOMER SERVICE

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

- before a contract has been agreed
- after placing an order
- after booking
- after paying
- after the product has been installed

HIES members must have accessible and user-friendly procedures in place to ensure that all 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. HIES would regard it as unreasonable to charge premium rates for calls to after-sales service phone numbers. HIES members must adhere to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.



## COLD CALLING

HIES members must adhere to the following principles concerning cold calling activities:

- **Principle One** - HIES Members MUST consider the significant reputational and legal risks of cold calling and whether or not more effective and less intrusive marketing channels are available. They must be able to demonstrate this during the application process AND annually during the audit process.
- **Principle Two** - HIES 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.
- **Principle Three** - HIES Members are required to comply with any official guidance released by the Information Commissioner's Office or the Chartered Trading Standards Institute concerning cold calling.
- **Principle Four** - HIES Members are REQUIRED to respect any expressed wish that a consumer does not wish to be cold called; that includes, but is not limited to, no cold calling zones, unwanted caller stickers, telephone or mail preference services or a request to leave.
- **Principle Five** - HIES Members MUST NOT create, obtain, use, distribute or maintain any lists or databases that specific consumers are susceptible to responding to cold calling approaches (so called 'suckers lists').
- **Principle Six** - HIES Members will ONLY use leads generated by reference to the public version of the electoral register or from sources where the consumer has specifically requested further information on solar PV or energy systems (i.e. not from generic lifestyle surveys).

The use of cold calling techniques will form part of the HIES member audit and reported as part of the HIES annual review.

## DIRECT MAIL

HIES members must observe the conditions of the **Mailing Preference Service** and the **Your Choice Preference Service**, and direct mail campaigns must comply with the **British Code of Advertising, Sales Promotion and Direct Marketing (The CAP Code; Committee of Advertising Practice)** and honour any requests from the **Advertising Standards Authority** or the **Direct Marketing Commission**. 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.

## DOOR CANVASSING

HIES members must not knowingly deliver material that breach the **Your Choice Preference Service**. HIES members must also check with the local authority for any cold calling zones before embarking upon any door canvassing. Members must also refrain from calling on households that display 'no cold calling' sticker even if a formalised 'no cold calling' (NCC) zone does not exist.

## EMAIL MARKETING

HIES members must not send unsolicited email/s communication unless the individual has previously consented to receiving such information. HIES members must not provide a pre-ticked opt-in box for consent.

## FIELD MARKETING

HIES members must ensure all field marketing activities are carried out in a lawful, ethical and professional manner, conforming to the principles of fair competition. All information provided must not be misleading and HIES members must not use high pressure sales tactics as per the **Consumer Protection from Unfair Trading Regulations 2008** (see also 'High Pressure Selling' on page 10).

## ONLINE COMMUNICATION

All online communication must be clear and truthful and prominently display the identity of the advertiser.

## TELEMARKETING

HIES members must volunteer the name of their organisation and purpose of any sales call at the beginning of the conversation, and members using premium rate services must comply with the **Code of Practice of PhonepayPlus**. Where personal data is collected, HIES members must comply with the **Data Protection Act 1998**, and full contact details must be given on request. HIES members must not make unsolicited calls to people registered with the **Telephone Preference Service (TPS)** or **Corporate Telephone Preference Service (CTPS)** files.

**HIES members must ensure that consumers are given the opportunity to agree appropriate delivery and completion dates that meet their requirements.**

HIES members will agree timescales for the completion of the installation with the consumer at the time of signing the contract. If a member is unable to provide a specific date and time for the installation or completion then the HIES member must give the consumer a window of 2-3 days for the installation. Any preparation required by the consumer prior to work starting must also be outlined by the member in advance.

HIES members must be flexible when agreeing timescales and take into account the consumer's preference. Where delays occur as much advanced notice as possible must be given to the consumer and suitable alternative dates offered and agreed by both parties.

Any time-related clauses must comply with the *Consumer Rights Act 2015*, and where a significant change to the order is made the consumer must be entitled to cancel in line with the *Supply of Goods and Services Act 1982*.



**HIES members must ensure that the cancellation rights and cooling off periods are clearly stated in any sales documentation, pre-contractual documentation and any contractual documentation.**

## **CONTRACTS SIGNED IN THE CUSTOMER'S HOME OR PLACE OF WORK**

HIES members selling to consumers in their home or place of work must provide the right to cancel under the '*Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.' Also known as the 'cooling off period' this regulation allows a consumer to cancel within 14 days of signing the contract. HIES members must provide all consumers with a cancellation notice as part of the contract.

## **CONTRACTS SIGNED ELSEWHERE**

HIES members are not required to give any cancellation period should the consumer sign a contract outside of their home or place of work, for example in a member's place of business or showroom. HIES members must explain their cancellation procedures to all consumers before the contract is signed. Where a member, in such circumstance, provides a cancellation period, the member must provide the consumer with the cancellation notice as part of the contract.

## **CUSTOMER CANCELLING AFTER THE COOLING OFF PERIOD**

HIES members must include in the contract any costs to be incurred by the customer should they cancel after the cooling off period. In such circumstances, the HIES member may be entitled to reclaim any provable costs incurred.

## **CONTRACTS SIGNED LINKED TO A FINANCE/CREDIT AGREEMENT**

Should a consumer sign a contract with a HIES member for the installation of product/s based on the assumption of the approval of a finance/credit agreement linked to that product and such finance/credit agreement is not approved then the consumer must be given the right to cancel the original contract with the HIES member without cost or penalty.

## **INSTALLING DURING THE COOLING OFF PERIOD**

In circumstances where commencing the installation during the cooling off period cannot be avoided, the HIES member must obtain written agreement from the customer if they wish the work to start within the 14 days. The HIES member must also explain the implications associated with cancelling the contract during the cooling off period when the installation has begun. The member must also advise the customer that they can still cancel within the cooling off period even when the work has begun but that they will be required to pay for the goods or services supplied.

## **COOLING OFF PERIOD – VARIATION OF CONTRACT**

If a contract is signed and a survey is then carried out at a later date and there is a significant variation to the contract, HIES members must either request the customer signs a 'variation of contract form' or alternatively give the customer the option to cancel the original contract and sign a new contract (which would effectively give the customer another cooling off period).



## DEPOSITS AND STAGE PAYMENTS

Any deposits and stage payments taken by the HIES member from the consumer must not exceed 25% of the total contract value, and in the event of cancellation any monies paid shall be returned to the consumer in accordance with the consumer's cancellation rights.

## DEPOSIT AND STAGE PAYMENTS INSURANCE PROTECTION

HIES members must register, on the HIES 'Job Registration System', every order/contract within 2 working days of the order/contract being signed by the customer. This is to ensure the issue of the Deposit & Stage Payment Protection Certificate directly to the customer. The HIES member must clearly identify the amount of deposit/stage payments taken (*which must not be above 25% of the contract value*) and the date any such deposit/stage payment was paid by the customer.

## GUARANTEES

HIES members must provide a minimum of two years' workmanship guarantee along with any manufacturers guarantee applicable to that product.

Upon satisfactory completion of the work, and all properly due and payable sums having been paid, the HIES member must provide, for each customer, it's workmanship guarantee, in addition to any manufacturer's guarantee and forward it to the customer within 5 working days, together with a formal acknowledgement of receipt of the monies paid.

Where a 'Small-scale Heat and Power Generator' has been installed, the guarantee must be in line with any conditions set out in the relevant MCS installer standards, and all goods supplied must be fit for purpose and free from defects.

HIES 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.

HIES members must provide detailed information regarding any extended guarantees and the costs and cover associated with any such extended guarantees.

## INSURANCE BACKED GUARANTEES

HIES members must register every customer on the HIES 'Job Registration System' in order for an Insurance Backed Guarantee to be issued. This protects the consumer should the installer cease to trade and not be in a position to honour their workmanship guarantee.

HIES members must, within 7 days of the completion of a contract, enter the completion date for that customer on the HIES website. This will then initiate the production and delivery of the Insurance Backed Guarantee, to the customer, from the Insurance Broker appointed by HIES.

Failure to comply with the requirements of any part of this section will constitute a serious breach of the HIES Scheme Rules & Code of Practice and the HIES member will be referred to The Non-Compliance Panel which could result in the member being expelled from the Scheme.



**HIES members must try to identify vulnerable or potentially vulnerable consumers and deal with them sympathetically and appropriately using the guidelines below and within the bounds of the law.**

## IDENTIFYING VULNERABLE CONSUMERS

Vulnerable consumers are 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.

## THE MENTAL CAPACITY ACT

*The Mental Capacity Act* says 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 HIES member's salesperson 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.

## VULNERABLE CONSUMERS INCLUDE THOSE:

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

## "SUCKERS LIST"

HIES members must not engage in purchasing, marketing and selling to a list of potentially vulnerable consumers sometimes referred to as a 'Suckers' list. If any member is found to be carrying out any of these activities it would be considered a serious breach of this Code and would be referred to the Non-Compliance Panel which could result in the member being expelled from the scheme.

## DEALING WITH VULNERABLE CUSTOMERS

- 1 If a customer declares that they are vulnerable or the customer is showing signs of vulnerability in relation to a disability such as blindness or illness, HIES member's representatives must consider how this may impact on the customer's capacity to make an informed decision.
- 2 It is the HIES member's obligation to ensure that each customer is provided with the relevant information for every stage of the transaction to enable them to make an informed decision. This includes key information being produced on request in a larger font, in Braille or in a foreign language or by audio.
- 3 It is the HIES member's responsibility to ensure all employees understand their obligations and that arrangements are made so that the customer can be provided with advice and guidance suitable to their needs.
- 4 It is the HIES member's responsibility to ensure employees and third parties acting on the member's behalf explain to consumers every stage of the transaction, for example advising them to read the contract, outline their right to cancel, to gain independent advice should it be required and provide information regarding whether there will be any follow on appointments and what they will involve as well as payment dates and methods.
- 5 If a vulnerability or potential vulnerability is detected by a HIES member's representative, enquiries need to be made with the customer to establish whether they are vulnerable. This needs to be carried out in a sensitive manner and should the customer be alone the sales representative should advise that a further appointment is required on which a trusted friend or family member should be present.

## DISCRIMINATION

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

Any HIES member found to be using unethical or pressure selling techniques would be referred to the Non-Compliance Panel which could result in the member being expelled from the scheme.



HIES members must make sure that complaints from consumers are dealt with quickly and effectively. HIES members must fully inform consumers of the key elements of their internal complaint handling procedures, including:

- the name and contact details of the person with whom initial and ongoing contact should be made in the event of a complaint, i.e. the member's Complaint Handler;
- a timescale for sending written acknowledgement of a complaint;
- details of the timescale within which the outcome of an investigation of the complaint will normally be completed;
- a statement that 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);
- details of any further complaint procedures in the event that the business is unable to satisfy the complainant
- details of the HIES Complaint Handling Procedures and how to access these services.

HIES will offer the same level of cooperation with local consumer advisers or any other intermediary (such as Trading Standards, Citizens Advice Bureau, solicitors, family friends, etc.) acting on behalf of a consumer when making a complaint as they would to the complainant, as long as written authorisation is given to do so by the complainant.

## HIES MEMBERS MUST ALSO ADHERE TO THE FOLLOWING:

- A log of all written 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").
- The Complaints Directory and Tracking Forms shall be made available for inspection at any time by HIES or an independent Ombudsman.
- The 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.
- Where a consumer is without 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.
- All complaints (other than in cases without heating or hot water) shall be acknowledged in writing within no more than three working days of being received by the Complaint Handler.
- A detailed response should usually be provided in writing to the customer within thirteen working days of the date of receipt of the formal written complaint and should be a final disposition of the matter.



HIES will make available to consumers an independent redress scheme in the event that a complaint has failed to be resolved by the HIES member. Consumers will have free access to mediation/conciliation and to The Ombudsman.

## MEDIATION & CONCILIATION

Mediation and conciliation are voluntary dispute resolution processes in which a 'neutral person' helps the parties try to reach a settlement, preferably a negotiated settlement. The 'neutral person' could be an officer of HIES or someone appointed by HIES to discuss the problems with both parties to try to reach an agreement without the need to progress to the Ombudsman. Mediation and conciliation are both designed to bring the matter to a speedy conclusion but may not provide a final and binding resolution of a dispute. All these services are paid for by HIES and are entirely free of charge to consumers.

## INDEPENDENT INSPECTIONS

The conciliator/mediator, may, at any time, deem it necessary to instruct an independent inspector to carry out a forensic defect analysis report concerning an installation undertaken by the Trade Member. The report may then be used by the conciliator/mediator to further the conciliation/mediation process in an attempt to reach an agreed resolution between the parties. For transparency copies of the forensic defect analysis report will be supplied to all parties in the dispute with each party being given time to review the contents prior to continuation of the conciliation/mediation process. This service is paid for by HIES and is entirely free of charge to consumers.

## Ombudsman Services

Good for consumers - Good for business

### WHO IS THE OMBUDSMAN?

HIES has appointed Ombudsman Services to investigate and resolve any disputes between HIES members and their customers that may not have been resolved at an earlier stage.

Ombudsman Services are the UK's leading independent multisector ombudsman and are approved by the appropriate regulatory bodies to provide redress schemes. Ombudsman Services provide independent dispute resolution and run national, private sector ombudsman schemes including the communications, energy, property, copyright licensing sectors and the Green Deal. Ombudsman Services currently employ more than 500 people at its Head Office based in Warrington.



Lewis Shand Smith  
Chief Ombudsman



## WHAT DOES THE OMBUDSMAN DO?

Ombudsman Services has full autonomy and authority to provide a complaint/dispute resolution facility and in so doing he/she may amongst other things:

- Provide an independent, impartial and completely free service to consumers to help resolve disputes between HIES members and consumers who are interacting with them.
- Resolves disputes without the need to go to court and the service is entirely free of charge.
- Is independent of members & consumers and will make a decision believed to be just and fair in the circumstances.
- Can make financial awards for loss, distress, inconvenience or breach of contract (the maximum amount of compensation that can be awarded is £100,000) which HIES will enforce.

To contact Ombudsman Services Tel: 0330 440 1634.

# Monitoring of Scheme Rules and Code of Practice

## PERFORMANCE MONITORING

HIES will monitor the performance of its members in order to reduce consumer detriment and ensure compliance with the HIES Scheme Rules & Code of Practice.

## METHODS OF MEASUREMENT

There are three methods HIES will use to measure the effectiveness of the Scheme Rules & Code of Practice. These are:-

- 1 Annual membership audit
- 2 Monthly monitoring of complaints
- 3 Quarterly monitoring of customer satisfaction surveys

The three main mechanisms above cover all important aspects of reducing consumer detriment and are the best indicators of consumer satisfaction. The annual membership audit helps to identify areas of non-compliance with the HIES Scheme Rules & Code of Practice.

The monitoring of complaints and customer satisfaction surveys enables consumer detriment to be examined and helps HIES to identify the specific areas where consumer detriment may be occurring.

Where HIES members fail to meet the ongoing scheme requirements for accreditation or HIES feel the member is not sufficiently compliant with any part of the Scheme Rules & Code of Practice, HIES reserves the right to refer the member to The Non-Compliance Panel which could result in the member being expelled from the scheme.

## PUBLICATION OF RESULTS

Results of the Performance Monitoring for the membership as a whole will be made available via an annual report to the Chartered Trading Standards Institute and published on the HIES website.



# The Non-Compliance Panel

The Non-Compliance Panel's objective is to make sure that any breach of the HIES Scheme Rules and Code of Practice is dealt with effectively, impartially and as quickly as possible. The Non-Compliance Panel is not intended to deal with individual complaints from consumers, but to maintain the overall integrity of the HIES Scheme Rules & Code of Practice.

The Non-Compliance Panel shall be empowered to consider any allegation of a breach of the HIES Scheme Rules & Code of Practice referred to it by either:

- the Board of HIES (for any reason at the sole discretion of the HIES Board); or
- the Ombudsman (for failure to implement a remedy or failure to comply with any award or recommendations by the Ombudsman)

HIES will also refer any member to the panel if they are notified that the member has been convicted of an offence (or signed a formal caution) under regulation 12 and schedule 1, paragraph 4 of the **Consumer Protection from Unfair Trading Regulations 2008** (failure to comply with the terms of approval, endorsement or authorisation).

## THE PANEL

The Panel consists of at least three members to be drawn from a pool of seven and be able to make judgement/s on the behaviour of the HIES member referred to it. No panel members may be connected to any parties in the matter. Any decisions shall be on the balance of probabilities and conducted in accordance with the principles of natural justice and fairness.

## OUTCOME OF PANEL MEETINGS

The outcome of the panel proceedings shall be published, unless, in the public interest, the panel determines otherwise. HIES anticipate that such decisions will be exceptional. The panel proceedings shall be concluded within a reasonable time and notified to all interested parties including the applicant and any individual consumers directly affected by the outcome.

## POWERS OF SANCTION

The powers available to The Non-Compliance Panel relevant to the activities of members include:

- the issue of a formal warning
- the suspension of membership
- a requirement for the member to take additional measures (either temporarily or permanently) as a condition of continued code membership
- a requirement to change, modify or establish an operating practice as a condition of continued membership
- a requirement to provide remedies to an identified group of consumers (but not an individual case – that is a matter for the Ombudsman) as a condition of continued membership
- a requirement to implement a remedy as directed by the Ombudsman and/or to settle fees due to the Scheme as a condition of continued code membership





# hies

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