



PREMIER CODE OF PRACTICE

WRITTEN STANDARDS

FOR THE CONDUCT OF PROFESSIONAL WORK BY

THIRD PARTY INTERMEDIARIES

OPERATING IN THE UTILITIES MARKET

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WHAT IS A TPI

A Tpi is a party that offers intermediation services between two trading parties. The Tpi acts as a conduit for goods or services offered by a supplier to a consumer. Typically the Tpi offers some added value to a transaction that may not be possible by direct trading

UTILITIES INTERMEDIARIES ASSOCIATION

CODE OF PRACTICE

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UTILITIES INTERMEDIARIES ASSOCIATION

CODE OF PRACTICE

Section 1

Preliminaries

1.1 Introduction

The Utilities Intermediaries Association (UIA) is a Trade Association, a company limited by guarantee and a not for profit organisation set up to further the standard, status and credibility of the Brokerage and Consultancy organisations within the utilities industry, and, where appropriate, individuals and Third party intermediaries (Tpis). Membership of the UIA can only be gained by agreeing to adhere to the Articles of Association and to this Code of Practice.

1.2 Administration of the Code of Practice

- a) The Code of Practice will be administered and reviewed from time to time by the Council of the UIA and amendments made to ensure the Code reflects the scope of membership, current industry practice, expectations and structure.
- b) Stakeholders, (which will include UIA members, Brokers, suppliers and consumers) will be consulted in regard to any major changes to this Code.

Section 2

Aims of the Code of Practice

2.1 The Aims of the Code of Practice are to set high standards and provide an operating framework to which every Tpi can comply, thus improving the customer experience and contributing to the objectives of the UIA.

2.2 Members of the UIA must adhere to this Code of Practice

2.3 Signatories to the Code must ensure that all their staff have immediate access to a copy of the Code and are trained in its operation and its legal responsibilities.

Section 3

Ethics

3.1 While much is written regarding what constitutes ethics it is not for this Code of Practice to define ethics as demonstrated in the utilities market. However, there follows a list, by no means exhaustive, of examples of unacceptable behaviour to the UIA:

- A signatory may not make any form of representation which deceives the trader to whom it is addressed and is intended to affect their economic behaviour. (ref Business Protection from Misleading Advertising Regulations 2008)
 - Particular care should be applied to the content of signatory's web sites and the UIA will monitor signatory's web sites on an ongoing basis.
 - A signatory **will** not refuse to declare the source of any remuneration
 - A signatory may not distort the numbers of offers they have sought from suppliers or the numbers of offers received.
 - A signatory must operate a policy of truthfulness and fairness at all times.
 - A member of the UIA will not prevent a client from speaking to their supplier.
 - A signatory may not receive or offer unauthorised or undeclared payments in return for unauthorised or undeclared favours.
- a) Similarly customers who wish to use the services of members of the UIA must expect these standards to be maintained and will be expected to act in a reciprocal manner.
- b) No signatory will misleadingly use the UIA logo in breach of the terms of any licence agreement entered into between UIA and the member. In addition it must not assist, encourage or in any other way provide any person, company or firm not in membership of the UIA with the opportunity to represent itself as a member or as being associated with or connected to the member or UIA in any way that is likely to mislead any person by the use of the UIA logo.
- c) The Board will mediate between UIA members where necessary and no member will publicly denigrate a fellow member.

Section 4

Responsibilities when handling Data and information obtained

- 4.1 Signatories shall comply with the Data Protection Act 1998 ("DPA") and shall ensure they have in place an effective policy for protecting the privacy of their clients which shall be available to clients on request.
- 4.2 In accordance with the DPA signatories shall ensure that:
- a) their collection and use of personal information from clients is fair;
 - b) they take responsibility for all personal information held and used and that appropriate security measures are in place to protect client information;
 - c) a clear, prominent statement is available to clients before any information is collected explaining what type of information is required and as far as possible by whom. Where information may be passed to entities outside the countries of the EEA this should be made available to the client at the time of collection of the information;
 - d) a clear prominent statement should be available to clients prior to the time that information is collected explaining whether information will be used, or passed to third parties for any purpose other than effecting the transaction (such as marketing). Any personal information which is not required to process the transaction shall be identified as optional;
 - e) clients are given the right to opt out of future marketing approaches at the time of information collection;
 - f) databases are kept up to date and that information is held only as long as is necessary for the purposes for which it was collected; and
 - g) that clients are given access, on request, to information held about them, and that incorrect information is amended or deleted without delay. clients shall be clearly informed of their rights in this respect.
- 4.3 Failure to comply with the above requirements, resulting in a complaint by a client of a signatory, will, be subject to the UIA's disciplinary procedures.
- 4.4 If a signatory is prosecuted for breach of the DPA and such prosecution leads to a conviction, this will become the subject of the UIA's disciplinary procedures.

Section 5

Integrity

- a) During the normal course of business activity with a client either in a contractual relationship or not, confidential information about them is likely to be disclosed to the signatory
- b) If a signatory uses this information to gain an advantage for himself or create a disadvantage for a third party, the integrity of such signatory will be called into question and will; if it becomes the subject of a complaint to the UIA, be subject to the UIA's disciplinary procedures.

Section 6

Contract or Agreement arrangements

While this section is headed Contract or Agreement there are several documents used by a Tpi which carry out the function of making clear what is to be delivered to the client. Therefore for the purposes of this section the term "Contract or Agreement" encompasses the documents (including electronic documents) used by a Tpi to set out to clients the overall terms and conditions of the working arrangements.

6.1 Creation of a Contract or Agreement

A Contract or Agreement document/s setting out what the signatory will do and what the client should expect is a basic principle of the Code

6.2 Content of the Contract or Agreement

The following clauses acknowledge that there are contracts/agreements between the several parties in the supply chain i.e. Supplier/client, signatory/Supplier, Agent/s, and signatory/client. This section deals primarily with the signatory/client relationship and also offers advice on other contractual relationships.

Before seeking prices from the market place a Third party intermediary should always obtain Letters of Authority from clients in order to act on their behalf.

A contract or agreement is clearly between the signatory and the client and will reflect the work that is the subject of payment. The style and content may be

unique to the signatory and this Code of Practice does not seek to dictate to the signatory what should or should not be included.

Signatories who sign contracts with suppliers, on behalf of customers must ensure that they have the legal ability to do this and that the customer is fully aware that this is happening. The area of responsibility of consumer and Tpi must be stated within the agreement between Tpi and client.

The processes within Third Party Intermediary organisations are not the same and therefore the following list may or may not reflect all that is required in each circumstance. While this is not to be seen as an exhaustive list **there are items that the UIA considers significant and therefore mandatory which are numbered below.**

1. The named parties.
2. Both start date and the finish date if appropriate or clarity that it is an evergreen arrangement
3. Any cancellation conditions as appropriate
4. Any termination conditions as appropriate
5. A signatory must indicate if he is working on behalf of a single supplier or sourcing prices from as many suppliers as possible.
6. The factors used to reach a recommendation for the client. i.e. lowest offer
7. The origin of all considerations i.e. rebates or fees
8. The services that will be delivered
9. How data will be managed and protected
10. The process for raising contractual issues
11. How complaints from either side will be handled

The following items should be considered for inclusion in a contract as appropriate.

- What post contract service is included
- How items of ethics and integrity will be handled
- The process for closing the contract and any return / handover issues
- Where the possibility that older or vulnerable customers are caught by any contract then provision for dealing appropriately must be in place.
- Detail of the client's energy usage and any planned changes.
- The provision and timeliness of the payment of invoices relating to the contract or agreement with the client
- What the process will be for the checking of invoices and payment terms
- The arrangements for the payment of correctly rendered invoices on behalf of clients (where applicable) and the agreed terms and conditions.

A signatory to the UIA code will not prevent a client from speaking to their supplier. A client should confirm to the signatory that he is doing so. Licence Condition 7A and 7b places responsibilities on suppliers and some of these will be “sub-contracted” to Tpis. A signatory must ensure that he passes any information to his client at the request of a supplier and failure to do so would be subject to the Disciplinary Procedure.

6.3 Clarification of the origin of all fees earned

Signatories to this code must make clear to clients as part of the contract or agreement, the origins of any income or considerations gained. If requested by the client to do so he must also declare the value of such payments.

6.4 Adherence to the Contract or Agreement

It is expected that the signatory will adhere to and fulfil the contract or agreement. If it becomes clear that this is proving difficult under one or more of the headings in 6.2 the signatory must communicate to the client any concerns or potential changes or failures to deliver for whatever reason.

Section 7

Communication and relationships with clients

7.1 Maintaining communication with the client during the contract period

- a) Members must create a link between their web site and the UIA web site
- b) Members must inform the client at the first opportunity that they are a member of the UIA and a signatory to the Code and direct them to the UIA site where it can be viewed: http://www.uia.org.uk/code_of_practice.htm It is required that signatories use best endeavours to promote this fact at every opportunity.
- c) The Tpi who trades by offering verbal contracts via the telephone must record in their entirety all telephone conversations made to prospective clients. They must be retained for the life of the contract plus one year or in the case of failed approaches for one year. Appropriate recordings should be made available to the supplier and client on request.
- d) Professional management of a contract or agreement always requires the communication processes between signatory and client to be in good order. Signatories to the Code will always seek good communication processes with their client

7.2 Relationship with client staff

- a) During the course of business the contact and working relationships between employees of both the signatory and client must remain on a professional basis.

Section 8

Criminal Acts

- a) Signatories must comply with the law at all times. If signatories are concerned that they may be asked to carry out work that infringes the law, they should immediately seek legal advice. Special attention should be focused when giving advice that could breach the Financial Services Act 2012.
- b) If during an investigation of a complaint or other matter by the UIA there is concern that the law may have been breached then the UIA will inform the appropriate authority of their concerns.

All references to the law in this section and throughout this Code of Practice shall mean the laws of England and Wales.

Section 9

Requirements of UIA Membership

Members must adhere to the Articles of Association appertaining to their level of membership.

APPENDICES

Appendix C 1 **Complaint Rules**

Signatories should inform clients of The Code of Practice and complaints procedure and direct them to copies of the documents.

C1.1 Complaint Criteria

- a) Any complaint, about an organisation that is not a signatory to the Code may be returned to the complainant with the advice that they should contact the organisation.
- b) Complaints against a signatory to the code will be dealt with by the Codes disciplinary procedures

C1.2 The preliminary activities of a complainant

- a) Complaints will be received from time to time and the UIA welcomes these as a constructive process, informing feedback and creating an opportunity to learn and provide improved standards of service by members. Where complaints are received regarding non-UIA members the UIA will have no jurisdiction under this Code to resolve them, but welcomes being informed of such complaints as a means to support the sharing of good practice across the utilities industries.
- b) Signatories must be proactive with their clients in ensuring any complaints, are directed in the first instance at their organisation in order that a timely and adequate resolution is achieved. The signatory must acknowledge the receipt of a complaint as soon as possible. The time in which to respond and where possible resolve a complaint should be within 15 working days of receipt. However if resolution is likely to take longer than the anticipated date for completion shall be notified to the client.
- c) Where a complainant takes their complaint to a third party i.e. a consumer advice centre (such as Consumer Focus or Consumer Direct), the signatory must have in place processes to adequately deal with the matter through that channel.
- d) Should a complaint be received by the UIA and it is unclear from the content that the signatory has had the opportunity to deal with the issues then the complainant will be advised to make contact with the signatory to resolve the issue.
- e) Should a complaint be received by the UIA that indicates that unresolved complaints have been made to the signatory by the client then the UIA will contact the signatory and agree a course of action.

- f) Where no resolution can be agreed between the signatory and his client, the client may refer the complaint to the UIA to be dealt with by its Code of Practice Disciplinary Procedure.

C1.3 The provision of information and evidence

In the event of a circumstance referred to in C1.2 f occurring then the Board of the UIA will write to the complainant and the signatory asking for all relevant information. The signatory must provide all relevant information to the Board within 15 working days.

C1.4 The complaint handling process

- a) As outlined in C1.2 and C1.3 the UIA places great importance in Signatories dealing efficiently with complaints in order that they constitute an integral part of the signatories endeavours to provide an excellent customer service.

For clarity the following points set out the order of events in relation to the process. During the first three elements the UIA will carry out a monitoring and advisory role.

1. Complaint made direct to signatory by client:
 - signatory resolves.
2. Complaint received by the UIA direct from signatory's client where no previous contact had been made with signatory:
 - records brief detail & advises the client
 - contacts signatory & passes the complaint to the signatory for action.
3. Complaint received by the UIA from signatory's client advising lack of resolution despite contact being previously made with signatory:
 - records detail and complaint is passed to signatory for action and completion within 15 working days
 - Signatory advises UIA of resolution or provides progress report within 15 working days
 - UIA records detail & a further 15 working days only will be given to the signatory by the UIA to resolve
 - Signatory advises UIA of resolution.

- 4 Should the signatory and the client be unable to resolve the issue at this point the Directors in consultation with the Council will offer reconciliation and mediation to the parties.

During the first three elements the UIA will carry out a monitoring and advisory role.

- 5 Failure to resolve a complaint having reached 4 above if in the opinion of the Board of UIA, it is decided that such failure constitutes misconduct, it will be referred to the UIA's disciplinary procedures.

Appendix C 2

The Disciplinary Process

C2.1 Background

- a) As already stated complaints will be received from time to time and the UIA welcomes these as a constructive process informing feedback and creating an opportunity to learn and provide improved standards of service by members.
- b) The disciplinary process has to be robust, workable and seen to be in operation at all the right occasions in order that the continued credibility of the UIA and its aims and objectives can be upheld under scrutiny.
- c) Above all, in order to ensure compliance with the Human Rights Act 1998 it must be independent of UIA membership, active brokers, and suppliers and represent as many appropriate interests as possible.

C2.2 The Disciplinary Procedures

- a) The signatory against whom the allegation has been made shall provide, at the request of the Board, such further information or documents as may be required within such time period as may be specified
- b) The case against the signatory will be set out in writing and sent to the registered contact at the Signatories registered contact address.
- c) If, after a preliminary investigation by a Board appointed representative, the facts alleged against the signatory appear to constitute an infringement of this Code of Practice, the matter shall be submitted to the disciplinary committee in accordance with clause 2.2 below.

- d) The disciplinary committee will be convened as necessary with at least 30 days notice in order that information can be collated and shared and appropriate preparation made.

C2.3 Disciplinary Committee

- a. The Board will compose a list of people, experienced and knowledgeable of the utility industry who are prepared to commit to this work and from which the signatory may select three adjudicators.
- b. The Chairman of the committee will be elected from these three.
- c. The signatory shall be given at least 14 days notice in writing of the time and place of the hearing of the complaint.
- d. The Board appointed representative will put to the committee the case for the UIA.
- e. Both the UIA and the signatory shall be entitled to make representations at the hearing either personally (with or without legal representation) or in writing. The hearing shall follow standard legal process i.e. examination in chief, cross examination, re-examination and witnesses shall be permitted.

Adjournments will be granted by the Chairman as appropriate, the length of which will be determined by the committee on the day. The determination of the disciplinary committee will be announced at the end of the hearing.

- f. The determination of the Committee will be provided in writing with the reasons for the decision.
- g. If required a Director of the UIA will provide information and support to the hearing however the Directors will not sit on the committee.
- h. In the event of an issue involving the operation of and the conducting of Tpi activity a member of the Council may be asked to provide technical help and support to the disciplinary committee.
- i. Where the committee finds in favour of the complainant the signatory will be required to meet the committee's costs to a ceiling of £2000 in addition to any penalty. (To be held in review)

Appendix C 3

C3.1 Potential outcomes of Disciplinary action

- a) While it is not appropriate to produce a tariff of penalties for misconduct it is important to give guidance as to the penalty which those who are the subject of complaint and subsequent disciplinary action may receive.
- b) The following list provides an indication of the penalties the disciplinary committee may impose but does not inhibit the ability of the disciplinary committee to devise a resolution appropriate to the circumstances:
- Immediate removal from membership with no return of fees with the UIA web site updated accordingly to record the removal of the member as a member of UIA.
 - Suspension from Full Membership for a period of time with the web site updated accordingly to record the suspension.
 - Written reprimand from the UIA with recommendations / suggestions on how to prevent reoccurrence
 - A written apology to the complainant by the member
 - A payment to be made to the client by way of recompense for the impact of the reason for the complaint. (This would not be a compensation calculation)
 - Advice to be given or a mandatory period of training to be taken
 - The return of all or part of the fees to the client
 - A fine by way of an increase in the level of annual fees payable to the UIA for the following year/s
- c) The implementation of the decision of the disciplinary committee will not be actionable until the expiry of 15 working days from the date of the hearing. This is in order that any appeal may be lodged (see appendix C4). In the event of an appeal being received in this time scale the action will be suspended until the appeals panel have made their determination.

d) Appeals made outside this time scale will not be considered.

Failure to comply with the outcome of the disciplinary hearing will lead to expulsion. Should this occur then any financial penalties or debts will be pursued by any way possible.

Appendix C 4

C4.1 The Appeals process

- a) If, following the disciplinary committee's decision, the member wishes to lodge an appeal, the member will have 14 working days from the date of the written notification, i.e. from the day on which the hearing took place, in which to lodge an appeal. The member's appeal must be made in writing and must contain all reasons that the member wishes to put before the appeals panel. No additional information from that which was produced for the original disciplinary hearing will be allowed unless by prior consent of the original disciplinary committee.
- b) The appeal will be held within 28 days of the expiry of the 14 working day appeals period.
- c) A panel consisting of different persons to those forming the disciplinary committee, will be formed to hear the appeal. This panel will hear the information and review the original decision and either uphold, amend or cancel the decision of the disciplinary committee.
- d) If the appeals panel finds against the appellant then, in addition to any penalty, the member will meet the appeal panel's costs to a ceiling of £2000. (To be held in Review)

The decision of the appeals panel shall be final

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