Utilities Intermediaries Association Code of Practice and Alternative Dispute Resolution (ADR) Scheme

ACKNOWLEDGEMENTS

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DEFINITIONS

Accredited Member	The second tier of membership is for those who have been Associate Members for at least 3 months and satisfied the Board and Council that they meet the requirements and wish to progress to an accreditation level. Only fully accredited members are allowed to use the Boatmark ©
ADR	Alternative Dispute Resolution as contained within the UIA Code of Practice
Appeals	Dispute Resolution Ombudsman (DRO) an independent registered Ombudsman scheme and legally qualified adjudicator
Associate Member	The first tier of membership is open to organisations and sole traders with prior experience in the energy industry
The Board	Directors of the UIA
Boatmark©	UIA approval accreditation is displayed by those members who meet the requirements
Client	The person for whom a UIA code Signatory supplies a service
Code of Practice	A set of rules to which UIA Signatories agree to abide by and intended to be enforceable by law
Complainant	In this instance a client of the code Signatory
Contract	A written or spoken agreement intended to be enforceable by law
The Council	A steering group of UIA members democratically elected by members to represent them and advise the Board
LOA	Letter of Authority provided by the client to the TPI which can also constitute a contractual agreement.
Logo	Corporate branding of the UIA name as depicted on the stationery website etc.
Member	A TPI whose subscription pays for either an Associate or Accredited membership of the UIA
Signatory	Anyone who is signed to the UIA Code of Practice incorporating the Alternative Dispute Resolution (ADR) scheme, including non-UIA members
TPI	A TPI is a party that offers facilitation 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

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Section 1 – Preliminaries

1.1 Introduction

The Utilities Intermediaries Association (UIA) is a not-for-profit Trade Association, set up to further the standard, status, and credibility of Third-Party Intermediaries (TPIs) within the utilities industry., 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 shall be administered by the Board of Directors, who shall have no direct or indirect involvement in the sale or purchase of energy or water. The Code shall be subject to periodic review by the Council of the UIA, with such amendments as may be deemed necessary to ensure that it continues to reflect the scope of membership, prevailing industry practices, stakeholder expectations, and the organisational structure of the Association.

b. The UIA is committed to keeping all UIA members informed of any major changes to this Code of Practice and the ADR scheme. Industry stakeholders (such as suppliers and industry bodies will be notified within 14 days of any changes being made Notifications will be issued via direct email and, where appropriate, published on our website to ensure transparency and accessibility.

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 aims of the UIA.

2.2 Signatories must adhere to this Code of Practice.

2.3 All Signatories to the Code must ensure that 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 Ethics is a subjective issue, and it is not for this Code of Practice to define those demonstrated in the utilities market. However, there follows a list, by no means exhaustive, illustrating behaviour deemed unacceptable to the UIA:

- A Signatory may not make any form of representation that deceives the trader to whom it is addressed and is intended to affect their economic behaviour. (ref Business Protection from Misleading Advertising Regulations 2008)
- Care should be applied to the content of the Signatory's websites and the UIA will monitor the Signatory's websites on an ongoing basis to ensure compliance.
- A Signatory will not refuse to declare the source of any remuneration
- A Signatory may not distort the number of offers they have sought from suppliers or the number of offers received.
- A Signatory must always operate a policy of truthfulness and fairness.
- A Signatory 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.
- 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.
- No Signatory will misleadingly use the UIA Logo or the Boatmark© 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 or the Boatmark©.
- The Board will mediate between UIA members where necessary, and no member will publicly denigrate a fellow member.

Non-compliance with all or in part of any actions deemed unethical will be subject to UIA's Disciplinary Process

Section 4 - Responsibilities when handling Data and information obtained

4.1 Signatories shall comply with the Data Protection Act 2018 ("DPA") and ensure they have in place an effective policy for protecting the privacy of their Clients which shall be available to them 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 the 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 Process.

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 Process.

Section 5 - Integrity

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. If a Signatory uses this information to gain an advantage for themselves 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 Process.

Section 6 - Contract or Agreement Arrangements

6.1 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.

a) A Signatory to the UIA code will not prevent a Client from speaking to their Supplier but a Client should confirm to the Signatory that they are doing so.
b) Supply Licence Conditions SLC0 A *Treating Non-Domestic Customers Fairly* and 7 A *Supply to Micro Business Consumers* places obligations on Suppliers some of which will be delegated to TPI's. A Signatory must ensure that they comply with these obligations. Failure to do so would be subject to the Disciplinary Process.

c) The process 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 **<u>there are items that the UIA considers significant and therefore mandatory which are detailed below.</u>**

- The named parties.
- Both the start and end date of a contract if appropriate or clarity that it is an evergreen arrangement
- Any cancellation conditions as appropriate
- Any termination conditions as appropriate
- A Signatory must indicate if they are working on behalf of a single Supplier or sourcing prices from as many Suppliers as possible
- The factors used to reach a recommendation for the Client. i.e. lowest offer
- The origin of all considerations i.e. rebates or fees
- The services that will be delivered
- How data will be managed and protected
- The process for raising contractual issues
- 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.

6.2 Clarification of the origin of all fees earned

Signatories to this code must clarify to Clients, the origins of any income or considerations gained, and declare the value of such payments when requested.

6.3 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 **Section 6.1** 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) Signatories must create a link between their website and the UIA website https://uia.org.uk/code-of-practice/ and use their best endeavours to promote this fact at every opportunity
b) In all instances, the Signatory will be required to keep a record of all communications relating to the introduction and acceptance of a contract by the Client for the life of the contract plus one year.
c) The Signatory who trades by offering verbal contracts must record in their entirety all conversations made with 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 the Client to be in good order.
e) Signatories to the Code will always seek good communication processes with their Client

7.2 Relationship with Client Staff

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. Notice to terminate annual membership must be given in writing 7 days prior to the membership end date, failure to do so will automatically cause all monies to become due.

Section 10 – Complaints Handling

a) Code Signatories must have a complaints-handling process both visible and accessible to their Clients. Copies of the Signatory's Complaints Handling Procedure must be made available to the Signatory's Client free of charge on request.
b) The complaints handling process should include circumstances in which a Client can request ADR and include the necessary contact details.
c) Complaints must be logged and dated, and all information pertaining to the complaint retained.
d) The Signatory's complaint process must also be able to adequately deal with customer complaints arising through a recognised third party such as the Citizens Advice Bureau or Trading Standards.

10.1 Complaints Handling Process

a) Signatories must acknowledge receipt of a complaint no later than **two working days** from receipt. The time in which to respond in full; and where possible resolve a complaint, should be **within 15 working days of receipt**. If a resolution is likely to take longer, the anticipated date shall be notified to the Client.
b) All complaints received directly to the UIA will be logged and passed to the Signatory for action and completion within 15 working days from the date the complaint was

acknowledged. The Signatory will inform UIA of the resolution or provide a progress report to the UIA within that timeframe.

c) Where progress to reach an acceptable resolution is substantive, the Signatory has a further 15 working days to conclude the issue but must confirm this in writing to the Client.

d) Should the Signatory and Client be unable to achieve a resolution, the Signatory must direct the Complainant to the UIA for ADR. Once this process is instigated the TPI will be unable to withdraw, but the customer can withdraw from the process at any time.

Section 11 – Monitoring and Compliance

The UIA will periodically carry out checks at random on UIA Members to ensure compliance with UIA Code of Practice Sections **3 – Ethics, 6 – Contract or Agreements Arrangements, 7– Communication and Relationships with Clients, and 10 – Complaints Handling**
The UIA will periodically publish on their website the number of complaints received and the average resolution time.

Appendix C1– Alternative Dispute Resolution (ADR)

Complaints about Signatories 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. The Board has a duty to disclose conflicts of interest and in such circumstance will be replaced with an impartial and independent party.

a) If a complaint is referred for ADR, the Board will write to the Complainant and the Signatory asking for all relevant information. The Complainant may approach the UIA directly but may choose representation. Any representative must be a single, named individual, and the UIA will not correspond with multiple parties in relation to the same complaint.

b) If a complaint is refused for any reason, the Board will write to the complainant in full explaining their reasons for that refusal within 15 working days.

c) The Signatory and Complainant must provide all relevant information to the Board within 15 working days, this could be extended with agreement from the Board for complex cases.

d) Based on the information provided, the Board will make its decision within 15 working days or within an extended timeframe if an extension has been requested and agreed by the Board.

e) The outcome of the Board's decision will be communicated in writing to both parties. Should either party dispute the Board's decision they may appeal to the UIA within 21 days and the case will be passed to the Dispute Resolution Ombudsman (DRO) for review.

Appendix C2– Appeals

C2.1 Background

Either party can appeal the decision of the Board. The appeals process has to be robust, workable, and seen to be in operation on all the right occasions in order that the continued credibility of the UIA and its aims and objectives can be upheld under scrutiny. In order to ensure compliance with the Human Rights Act 1998, the Appeals must be independent of UIA membership, active brokers, and suppliers.

C2.2 Appeals

a) The Board will invite The Dispute Resolution Ombudsman [DRO] to review the case. The UIA makes no charge to the Complainant for using this service; The cost of the DRO review is £150 plus VAT, payable by the TPI. Whether this cost is passed on to the Complainant will depend on the terms of any Client/TPI agreement in place and is not a matter for the UIA.

b) The DRO is a registered Ombudsman Scheme staffed by legally qualified adjudicators. Further information can be found at: https://www.disputeresolutionombudsman.org

c) The Board will provide the Dispute Resolution Ombudsman (DRO) only with the documentation relied upon in reaching its decision

d) 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 to the DRO if requested.

e) The complaint against the Signatory will be set out in writing and sent to the DRO with copies sent to the Signatory and the Complainant

f) The determination of the DRO will be provided in writing with the reasons for the decision.

g) The decision of the DRO will be final.

h)

Appendix C3 - Possible ADR outcomes

If in the opinion of the Board, it is decided that all or part of the actions of the Signatory constitute misconduct, it will be referred to the UIA's Disciplinary Process. In addition, the Signatory will be required to make good any 'harm' caused to the Complainant. The following list provides an indication of the corrective actions that may be applied by the Board against the Signatory

- A written apology to the Complainant by the Signatory
- A payment to be made to the Complainant by way of recompense for the impact of the reason for the complaint. (This would not be a compensation calculation)
- The return of all or part of the fees to the Client
- Advice to be given or a mandatory period of training to be taken
- A fine by way of an increase in the level of annual fees payable to the UIA for the following year/s

Appendix C4 – Disciplinary Process

While it is not appropriate to produce a tariff of penalties for Signatory misconduct it is important to give guidance as to the penalty that those who are the subject of the complaint and subsequent disciplinary action may receive. The following list provides an indication of the penalties that may be implemented but does not inhibit the ability of the Board or DRO to devise a resolution appropriate to the circumstances:

- Immediate removal from membership with no return of fees with the UIA website 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 website updated accordingly to record the suspension.
- Written reprimand from the UIA with recommendations/suggestions on how to prevent reoccurrence to be followed up with targeted monitoring by UIA over a given timeframe.

Appendix C5 – Complaints concerning Non-UIA members

Where complaints are received regarding non-UIA code signatories, 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 practices across the utility industries. Any complaint will be logged and shared as appropriate with industry authorities

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