

# Code of Conduct for Energy Companies Obligation (ECO) Scheme Business



## 1. INTRODUCTION

Hartlepool Borough Council is keen to support high quality ECO schemes that can demonstrate tangible benefits to local residents and the local economy. It is willing to offer endorsement to schemes and, if possible marketing support (at no cost to the Council) to scheme providers that can comply in full with the Code of Conduct for ECO businesses outlined below.

The Council envisages supporting a limited number of schemes so as to avoid confusion for residents. Any energy company wishing to work with the Council should email [energy.efficiency@hartlepool.gov.uk](mailto:energy.efficiency@hartlepool.gov.uk) to register an enquiry.

This Code of Conduct is not intended to create binding legal obligations on either party but to set out a framework for delivering an ECO scheme. The Council reserves the right to withdraw from a partnership arrangement if there are any breaches of the code.

## 2. GENERAL TERMS

### Providers should –

- a) Carry out only those activities, for which they are qualified, experienced and have appropriate equipment. They should belong to a professional body where appropriate, and installers should be accredited for ECO scheme activity.
- b) Comply with the legislation applicable to their business and activity undertaken.
- c) Comply fully with ECO regulations and requirements.
- d) Trade fairly, openly and honestly recognising the rights of consumers.

## 3 SAFETY AND WELLBEING OF CUSTOMERS

### 3.1 Safety

It is the responsibility of Providers to ensure that when working in customers' properties to follow appropriate safe working practices so as to avoid placing themselves, their customers or any other person at risk of danger or injury.

In particular, any tools, cables, ladders, scaffolding, chemicals, plant or other hazardous materials must be used and stored in accordance with manufacturer's instructions, all relevant safe working procedures published by manufacturers of equipment, the Health and Safety Executive or standard industry guidelines.

Contractors must ensure that customers' homes are left secure and that any equipment or materials stored on site are left in a safe and secure condition.

### **3.2 Wellbeing**

Providers should be aware that some customers may be vulnerable due to a number of factors not limited to age, physical or mental conditions and may need more time to reach decisions, require more information and guidance and they should be allowed adequate time to consider their options. Customers must be provided with documentation which is clear and understandable and this includes any guarantees.

### **3.3 Staff Identification**

All employees calling at or working on residents homes should carry photographic identity which should identify the person and provide a landline telephone number where the identity can be verified, The Council's phone number should also be provided for independent identification.

The Provider should have an effective whistle-blowing procedure whereby its staff may raise in confidence, concerns about possible malpractice without fear of victimisation, subsequent discrimination or disadvantage.

### **3.4 Disclosure and Barring Service**

Providers will ensure that relevant checks are made for all staff and sub-contractors who will work in customers' homes.

### **3.5 Compliance with Legislation and Codes of Practice**

Providers are expected to be registered with the relevant professional bodies for services provided e.g. National Insulation Association and Gas Safe.

## **4 CONSUMER PROTECTION**

### **4.1 Pressure Selling**

Pressure selling can have an adverse impact on well-being and this can include undue emphasis on benefits of warranties and ancillary products. Providers should not apply pressure by protracting sales pitches, offer falsely described discounts or other benefits for the immediate sale or adopt any similar practice with the aim of applying pressure on the consumer to reach a decision to purchase.

The length of the visit should not be excessive. A visit would be considered excessive if it exceeds the period of time reasonably necessary to carry out the purpose of the visit: e.g. demonstration of the product, taking measurements and filling out an application form. In the case of an easily demonstrated product, a visit of reasonable time should not exceed 30 minutes.

## **4.2 Pricing**

Providers must ensure that customers have been given a full, complete and clear indication of the price, or how the price will be calculated, before they agree to purchase goods/services.

## **4.3 Selling Goods and Services in Customers Homes**

Hartlepool Borough Council have set up a number of No Cold Calling Zones (NCCZ) as well as providing No Cold Calling Stickers to interested residents. A list of current No Cold Calling Zones is available upon request.

Providers must not make unsolicited visits to residents' homes that live in a NCCZ or when they display a sticker.

The stance of the Council is to never deal with Cold Callers. Warm Calling is the preferred and acceptable option. This is where a leaflet drop has resulted in either the householder contacting a provider to make an appointment or when the home owner displays a calling card supplied by the provider in their front door or window which clearly indicates they want a visit.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013<sup>1</sup> require specific information in the form of a cancellation notice to be given to a consumer when making contracts to supply goods services in their homes, whether invited or not.

The statutory format of the cancellation notice is set out in the Regulations and must be reproduced exactly as shown. Failure to comply with this requirement is a criminal offence and may also prevent payment being pursued.

It is the responsibility of the provider to ensure that their business fully complies with applicable legislation and Codes of Practice in relation to the goods and services being supplied.

Providers should take all reasonable steps to ensure they don't engage in misleading, deceptive and unfair selling practices by making sure they describe the products or services truthfully and accurately. The Consumer Protection from Unfair Trading Regulations 2008<sup>2</sup> controls the descriptions applied to goods and services which are supplied to consumers. If a provider knowingly or recklessly makes a false statement, they can commit an offence and may be prosecuted.

## **4.4 Information for Customers**

Wherever they have been undertaken, copies of assessments and surveys must be provided to the customer. This includes, but not limited to EPCs. If reports have been lodged online, the customer must be given information on how to access them. Customers should also be provided with copies of certificates which demonstrate compliance of installations with PAS 2030:2014 (improving the energy efficiency of

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<sup>1</sup> <http://www.legislation.gov.uk/ukxi/2013/3134/contents/made>

<sup>2</sup> <http://www.legislation.gov.uk/ukxi/2008/1277/contents/made>

existing buildings. Specification for installation process, process management and service provision), PAS 2031:2015 (Certification of energy efficiency measure (EEM) installation service) and/or Building Regulations. Householders should also be provided with all relevant guarantees.

#### **4.5 Customer Complaints**

We expect installers to have a robust customer complaints procedure in place and expect suitable records to be kept of all complaints and details of all action taken.

If a complaint is made to Hartlepool Borough Council, we would expect full details to be provided to the Council of the steps taken and any measures put in place to deal with the situation.

If the Council believes that the provider has acted in breach of this Code of Conduct, the Council reserves the right to withdraw from any partnership working arrangements and would expect all references to Council endorsement to be removed from any literature or publicity materials.

A report on all complaints is to be provided to the Council on a quarterly basis, including a summary of action taken.

### **5 INSURANCE**

It is the responsibility of the provider to have appropriate insurance in place to cover the activities undertaken and must provide evidence of this to the Council on demand.

The provider will indemnify the Council against all losses arising from the provider's negligence.

### **6 SCHEME DELIVERY**

Before any areas or groups of customers are identified for targeting, the Provider is expected to discuss this with the Council. In some cases, the Council may be unable to endorse a scheme if it believes it is not suitable for the area or circumstances.

### **7 ADVERTISING AND MARKETING**

Any materials used for marketing including, leaflets, letters, circulars and displays which incorporate the Council's logo, or make reference to the Council, must be approved before use. Branding guidelines will be provided for the purpose of any scheme receiving Council endorsement.

Only the main scheme provider will be permitted to use the Council's logo. Use of the logo without the authority to do so is a criminal offence under the Consumer Protection from Unfair Trading Regulations 2008. Information on any provider using the logo without authority will be passed to Trading Standards for investigation.

## **8 REFERENCES**

At least two references must be provided by the provider from other organisations, such as Local Authorities where energy efficiency schemes have been delivered.

## **9 MONITORING**

In order to monitor the delivery of ECO schemes, the provider is required to submit returns on a monthly basis which should include:

- Number of homes that have benefitted from energy saving measures
- Number and type of measures installed
- Value of works undertaken and value of home owners' contributions
- Estimated fuel cost savings for households

The Council will audit a sample of applicant households to verify evidence of eligibility at the time of application. If the applicant is unable to provide the required evidence this will not affect their eligibility, however, a high level of non-compliance will result in a review and potentially trigger an end to the partnership working arrangement with the Council.

## **10 ECO FLEXIBLE ELIGIBILITY DECLARATIONS**

The ECO flex contractor is responsible for ensuring that a customer verification form is completed and signed by the householder/applicant. Incomplete verification forms will be rejected.

## **11 DATA SHARING & PRIVACY STATEMENTS**

### **11.1 Freedom of Information Act 2000 and Data Protection Act**

The Freedom of Information Act gives the public the right to see information held by public authorities. The Data Protection Act allows a member of the public to see the personal information that is held about them by organisations of all types.

The Council respects the privacy of your business and will handle any private information in accordance with the principles of the Data Protection Act. The Council will not sell your data. For the ECO scheme to work properly it may be necessary to disclose some information concerning businesses which is not normally available to the general public, for example, this may include details of any compliments or complaints about your business. The Council will discuss this with the provider before this information is released.

## **11.2 Details on how we share information**

Any information which clearly identifies a resident (alive or deceased) and contains personal or sensitive details must only be shared using the Council's secure data transfer system, details of which will be provided to partner organisations.

Sharing of any information of this nature is subject to the principles of the General Data Protection Regulation.

Access to data should be restricted to only those persons who need it in connection with applications for ECO flexible eligibility funding.

The information supplied by HBC will not be further disclosed or processed, without the express written permission of an authorised officer of HBC.

## **11.3 Data Breaches/Losses**

Should the Provider suspect that any information has been accessed by unauthorised parties or persons or information has gone missing, this should be reported immediately to Hartlepool Borough Council.

## **12 INDEMNIFICATION**

The Provider shall agree to indemnify and keep indemnified and defend at its own expense, the Council against all costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Provider or its employees or agents to comply with any of its obligations under this agreement.

Signed

By

Position in company

On behalf of

Dated

Signed

By

Position

On behalf of Hartlepool Borough Council

Dated

