Home Improvement Consumer Protection Scheme (HICS)

Scheme Rules & Code of Practice

HICS
Consumer Protection

The Home Improvement Consumer Protection Scheme Ltd (HICS) is a Company Limited by Guarantee

Registered Address: Centurion House, Leyland Business Park, Centurion Way, Farington, Leyland, England, PR25 3RG

Registered in England (Company Number 09507751).
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A. **GENERAL**

1 **Introduction**

1.1 These are the Scheme Rules & Code of Practice of The Home Improvement Consumer Protection Scheme (“HICS”) and set out the rights, obligations and standards of practice expected of Trade Members of HICS (“Trade Members”).

1.2 Upon joining The Scheme, every Trade Member agrees to be bound by these Scheme Rules & Code of Practice.

1.3 These Scheme Rules & Code of Practice shall have effect throughout the Trade Member’s period of membership of HICS and shall apply particularly to, but not be exclusively restricted to, the Trade Member’s responsibilities and commitments in respect of:

   i) any contractual obligation accepted by, or affecting, the Trade Member; and

   ii) any work contracted and carried out by the Trade Member (including any subsequent remedial or warranty work and/or any related tortious matter); and

   iii) any matter of complaint or claim in tort raised by a member of the public about or resulting from its dealings with a Trade Member;

   during its period of Membership of HICS.

2 **Objectives**

2.1 HICS is a company limited by guarantee. Its objectives are set out in its Memorandum and Articles of Association but, in short, are designed to engender confidence in the general public when dealing with Trade Members in relation to the installation of home improvement related products.

2.2 HICS seeks to pursue this goal by:

2.2.1 providing a written set of Scheme Rules & Code of Practice to be followed by Trade Members in the conduct of their business and in their dealings with the public; and

2.2.2 mandating each Trade Member to register every customer on the HICS website to protect deposit and stage payments taken from consumers and any guarantees issued to consumers (subject to the Scheme Rules & Code of Practice).

2.2.3 providing access to an Ombudsman Scheme to:

   i) investigate complaints from Customers and/or Prospective Customers made against Trade Members; and

   ii) resolve Trade Members’ disputes with Customers by the provision of investigation and conciliation/mediation services; and

   iii) where appropriate, determine such complaints and disputes by referral to The Ombudsman;

2.2.4 providing a Compensation Fund to which Trade Members are required to contribute in accordance with the provisions of Appendix 2 which may be used to compensate parties in the circumstances described in that Appendix.
B. DEFINITIONS

3 In these Scheme Rules & Code of Practice:

Unless the context requires otherwise, the gender (or lack of gender) of all words used in these Scheme Rules & Code of Practice includes the masculine, feminine, and neuter.

3.1 “Accreditation Process” means the process laid down by The Board from time to time, which those seeking to be invited to become Trade Members of The Scheme must pass and with which they must comply, on an ongoing basis, in order to maintain Trade Membership.

3.2 “Appointed Insurance Broker” means the company or organisation which HICS appoints from time to time for the supply of Deposit Protection Insurance, Stage Payment Protection Insurance and Insurance Backed Guarantees to be issued to Trade Members customers.

3.3 “Caution” means a warning issued to a Trade Member requiring the addressing of an infringement of the Scheme Rules & Code of Practice within a stated period of time.

3.4 “Code Sponsor” means an organisation who has had its Code of Practice approved by the Chartered Trading Standards Institute.

3.5 “Complaint Handler” means the person designated by the Trade Member as being responsible for the operation of its Complaints Handling procedures.

3.6 “Complaints Directory” means the log of written complaints kept by a Trade Member.

3.7 “Compliance Officer” means the person designated by a Trade Member as being responsible for the filing of documents with HICS on its behalf to fulfil the requirements of The Scheme.

3.8 “Contract” means an order or contractual agreement for the supply and installation of Home Improvement Products and related products to a Customer.

3.9 “Contract Registration Administrator” means the person designated by the Trade Member as being responsible for registering contract details and recording, on HICS website, the date of commencement and practical completion of the contract work.

3.10 “Customer” or “Consumer” means a person or organisation that has ordered/contracted to purchase goods or services from a Trade Member save that nothing in these Scheme Rules & Code of Practice shall override the provisions of the Housing Grants, Construction and Regeneration Act 1996 in respect of non-domestic contracts.

3.11 “Deposit Protection Insurance” means an insurance policy issued by or through the Appointed Insurance Broker for the purpose of protecting deposit paid by a Trade Member’s Customer (subject to the policy limit of up to 25% of the contract value and terms & conditions).

3.12 “HICS” means Home Improvement Consumer Protection Scheme Ltd; company number 09507751 registered in England.

3.13 “HICS Compensation Fund” means the Compensation Fund scheme set up and administered in accordance with the Rules described in Appendix 2.

3.14 “HICS Registration Certificate” means a Certificate which is sent to a Trade Member’s Customer on registration of the Customer’s contract with HICS.
“Home Improvements Products” means interior fixtures and fittings such as kitchens, bathrooms, bedrooms, roofing, driveways / pathways, air conditioning, joinery and landscaping. It does not include any products relating to glazing (e.g. windows, doors, conservatories) or renewable or insulation products.

“Evaluation Report” means a report produced at the request of The Board detailing aspects of a Trade Member's performance and/or conduct.

“Insurance Backed Guarantee” means an insurance policy issued by or through the Appointed Insurance Broker for the purpose of underwriting the guarantee issued by a Trade Member to its Customer.

“Primary Authority” means a partnership with a local trading standards office under Part Two of the Regulatory Enforcement & Sanctions Act 2008.

“Prospective Customer” means a person or organisation that has made enquiry of or contacted a Trade Member with a view to purchasing goods or services or of obtaining advice about its products or services.

“Prospective Trade Member” means an organisation who has applied to become a Trade Member.

“Scheme Administrator” means the company or organisation which HICS appoints from time to time for the supply of services and marketing materials to Trade Members and administration services to HICS (not including the provision of Deposit Protection Insurance, Stage Payment Protection Insurance and Insurance Backed Guarantees).

“Suspended Trade Member” means a Trade Member which as a result of its temporary suspension is forbidden by The Board from holding itself out as a Trade member of The Scheme.

“The Appeals Panel” means an independent panel who is responsible for dealing with any appeals by the Trade Member with regards to any decisions made by The Non-Compliance Panel.

“The Applications Panel” means an independent panel who decides whether an initial decision by HICS to reject an application from a Prospective Trade Member was justified.

“The Board” means HICS board of directors as defined in the Articles of Association of HICS.

“The Non-Compliance Panel” means an independent panel who judge non-compliance with the Scheme Rules & Code of Practice.

“The Ombudsman” means the company or organisation which HICS appoints from time to time for the supply of dispute resolution and Ombudsman Services.

“The Scheme” means HICS.

“Trade Member” means a company as described in 2.1 which has been accepted into The Scheme and has not retired or been expelled from The Scheme.

“Trade Member under Caution” means a Trade Member which has received a written caution due to an infringement of the Scheme Rules & Code of Practice or on the instruction of The Ombudsman.

“Trade Member’s Guarantee” means a guarantee which has been issued by a Trade Member to its Customer.
C. STRUCTURE OF THE SCHEME

4 HICS Membership

4.1 HICS has two classes of Members:

4.1.1 Executive Members: (defined as “members” in the Articles of Association of HICS) empowered to elect The Board, administer The Scheme and any other committee, sub-grouping or working party set up by The Scheme.

4.1.2 Trade Members: invited to participate in The Scheme. For the avoidance of doubt, Trade Members are not Executive Members and they are not subject to the Articles of Association of HICS. A person who is solely a Trade Member is not a legal member of HICS for the purposes of the Companies Act 2006.

5 HICS Management and Panels

5.1 The Board: responsible for the strategic direction, implementation and management of The Scheme and its committees.

The Non-Compliance Panel: responsible for managing non-compliance with The Scheme Rules & Code of Practice. Disciplinary actions will be referred to The Board for implementation.

The Appeals Panel: responsible for dealing with any appeals by the Trade Member with regards to any decisions made by The Non-Compliance Panel.

The Applications Panel: responsible for dealing with any appeals by the Prospective Trade Member with regards to HICS refusing its application to become a Trade Member.

D. TRADE MEMBERSHIP

6 Trade Membership is open to any person, partnership or any body corporate holding itself out to the general public as an installer of Home Improvement Products and related products.

6.1 Trade Membership is by invitation only and is subject to any invitee having previously passed the Accreditation Process laid down from time to time by The Board and maintaining an on-going compliance there-with.

6.2 On acceptance as a Trade Member, HICS will issue a Trade Membership Certificate by recorded delivery to the Trade Member’s principal trading address as recorded by HICS together with written authorisation to commence trading using HICS promotional material.

6.3 HICS Trade Membership Certificates will be valid for a period of twelve months. A copy of a current certificate shall be on public view and prominently displayed at any and all trading premises of the Trade Member and a copy shall be carried by all sales personnel employed by or acting as agent for the Trade Member.
6.4 Where any of the events listed in points 78, 79, 80, 81 & 82 takes place with respect to a Trade Member, The Board may at its sole discretion require the Trade Member to undergo a re-accreditation process to enable The Board to decide whether the Trade Member should be permitted to continue in Trade Membership.

6.5 A Trade Member who has moved from a Code Sponsor to HICS must abide by investigations carried out by HICS if a complaint is registered that relates to a contract signed while the Trade Member was a member of another Code Sponsor.

7 Fees

7.1 Trade Members shall enter into HICS Direct Debit system to facilitate payment of the following fees and charges in the sums decided and fixed by The Board from time to time and otherwise in accordance with Appendix 1, section A: HICS Tariffs:
   a) the Annual Membership Subscription
   b) its contributions to HICS Compensation Fund
   c) any charges for any training HICS may deem necessary for Trade Members to comply with these Scheme Rules & Code of Practice
   d) any costs HICS incurs relating to a referral to The Applications Panel, The Appeals Panel and The Non-Compliance Panel
   e) any other payment or charge due to HICS

7.2 Trade Members must, as part of any agreement with the Scheme Administrator, also enter into the Scheme Administrator’s direct debit system for the collection of fees that may become due to HICS and which the Scheme Administrator is authorised to collect on behalf of HICS from time to time.

7.3 Trade Members must notify the Scheme Administrator within 30 days of an order/contract that has been cancelled by the customer and is registered on the HICS website. The Trade Member will not be entitled to a refund after 30 days of the cancellation of the order/contract for the fees related to the customer.

8 Status and Designations

8.1 A Trade Member shall ensure that any published list of its partners, directors or key management personnel or staff does not misrepresent the status, position or qualification of any person named.

9 Contribution to HICS Compensation Fund

9.1 The Trade Member shall contribute to HICS Compensation Fund on the basis set out in Appendix 2 to these Scheme Rules & Code of Practice (Appendix 2: HICS Compensation Fund). Contributions shall be in accordance with the Fund Rules as defined in Appendix 2 or as amended or adjusted from time to time with the consent of the Fund Manager (as defined in Appendix: 2).

10 Training of Trade Members

10.1 At all times, the Trade Member’s personnel/agents, i.e. sales staff, Complaints Handler, administration staff and the managing director or proprietor(s), must have undergone HICS induction training.

10.2 All customer facing personnel, including any third party sales staff (e.g. anybody engaged in the sales process for or on behalf of the Trade Member) to attend a training seminar which will include information on selling methods, consumer rights, cancellation rights and identifying and dealing with vulnerable customers.
E. INSURANCES & LICENSES

11 Trade Members must hold insurance policies, with an insurer authorised to provide insurance policies in the UK, in respect of the following matters and shall, at all times, carry at least the minimum amount of cover specified from time to time by statute or by HICS, whichever is the higher (the “Relevant Policies”):

11.1 Public Liability Insurance; and

11.2 Employers Liability Insurance.

12 A copy of a Certificate of Insurance for each of the Relevant Policies shall be provided by the Trade Member to HICS during the Accreditation Process and at each renewal date throughout its period of membership and/or as otherwise required by these Scheme Rules and Code of Practice. Trade Members shall provide HICS with details of any changes to such policies immediately.

13 Any Trade Member selling, arranging or discussing finance options with consumers must have the appropriate authorisation by the Financial Conduct Authority (FCA) and upon request must supply the Scheme Administrator with evidence. It is the Trade Members responsibility to ensure they obtain the correct permission in line with FCA rules.

14 Failure to comply with the requirements or any part of this section (section E) will constitute a serious breach of the Scheme Rules & Code of Practice and would be referred to The Non-Compliance Panel.

F. ADVERTISING

15 Trade Members shall enter into a separate agreement with the Scheme Administrator for the purpose of obtaining access to its intellectual property in HICS-related materials for use in connection with marketing of the Trade Members’ products and services to the general public.

16 It is a condition of continuing Trade Membership that, not later than three months after gaining Trade Membership, the business displays the HICS Logo on all Customer facing documents, stationery, websites and vehicles and refers to its membership of HICS in all advertisements including radio/TV commercials.

17 Trade Members shall comply with all necessary and relevant code of advertising which would include but not limited to Advertising Standards Authority, British Code of Advertising, Sales Promotion Direct Marketing (The CAP Code) and other relevant Codes such as the Code of Practice of PhonepayPlus, formerly known as the Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS). These Codes must be read in conjunction with the Scheme Rules & Code of Practice.

18 A Trade Member shall take all reasonable steps to ensure that:

18.1 any publicity, method of advertising or marketing activity for which it is responsible is not unlawful, inaccurate, misleading, or likely to cause offence or annoyance to the public;
18.2 any reference to HICS, and the use of any logo or design belonging to or referring to The Scheme, is strictly in accordance with HICS guidelines for the use of that material issued from time to time;

18.3 the use of any HICS logo or design does not adversely affect the standing of The Scheme or its Trade Membership; and

18.4 any non-compliant advertisement or publication is amended in accordance with, and within the time limit specified in, any notification by HICS regarding the nature and extent of the non-compliance and at no cost to HICS.

18.5 ensure that no unethical or unduly pressurising sales methods are used.

18.6 on cessation of Trade Membership for whatever reason, the use of any promotional and/or advertising media which contains HICS intellectual property ceases.

19 A Trade Member shall not:

19.1 explicitly or implicitly claim to represent the views of HICS without The Board’s written authority;

19.2 use material to publicise its Trade Membership of The Scheme that is not in accordance with the HICS guidelines (which is located in the members area of the HICS website);

19.3 advertise or promote itself as a Trade Member when not permitted to do so by these Scheme Rules & Code of Practice, and so doing will constitute a serious breach of the Scheme Rules & Code of Practice.

19.4 commission or agree to any advertisements that do not comply with any relevant code of advertising including:

i. UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing
ii. the Television Advertising Standards Code
iii. the Radio Advertising Standards Code
iv. the PhonepayPlus code for all premium rate charged telecommunication services
v. any other relevant code of advertising
vi. all other relevant statutory requirements, such the Consumer Protection from Unfair Trading Regulations 2008 and the FCA Consumer Credit Sourcebook.

G MARKETING TO CONSUMERS

20.1 Cold Calling

i) Principle One
Trade 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.

ii) Principle Two
Trade 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.
iii) Principle Three
Trade Members are required to comply with any official guidance released by the Information Commissioners Office or the Chartered Trading Standards Institute concerning cold calling.

iv) Principle Four
Trade 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.

v) Principle Five
Trade 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’).

vi) Principle Six
Trade 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 Home Improvements (i.e. not from generic lifestyle surveys).

The use of cold calling techniques will form part of the Trade Member audit and reported as part of the HICS annual review.

20.2 Trade Members are responsible for conducting themselves with customers in accordance with the Scheme Rules & Code of Practice, specifically:-

i) Direct Mail
Trade 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 customers understanding of the offer.

ii) Door Canvassing
Trade Members must not knowingly deliver material that breaches the Choice Preference Service. Trade Members must also check with the local authority for any cold calling zones before embarking upon any door canvassing.
Trade members must also refrain from calling on households that display a ‘no cold calling’ sticker even if a formalised ‘no cold calling’ (NCC) zone does not exist.

**iii) Email Marketing**  
Trade Members must not send unsolicited email communication unless the individual has previously consented to receiving such information. Trade Members must not provide pre-completed forms that default to giving consent (for example a pre-ticked opt-in box).

**iv) Field Marketing**  
Trade 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 Trade Members must not use high pressure sales tactics (see point 24) and conform to the Consumer Protection from Unfair Trading Regulations 2008.

**v) Online Communication**  
All online communication must be clear and truthful and prominently display the identity of the advertiser.

**vi) Telemarketing**  
Trade Members must volunteer the name of the organisation they represent and the 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, Trade Members must comply with the Data Protection Act 1998, and full contact details must be given on request. Trade Members must not make unsolicited calls to people registered with the Telephone Preference Service (TPS) or Corporate Telephone Preference Service (CTPS) files.

21 **The consumer codes approval scheme – Logo Licensing terms**

21.1 All Trade Members must only use the Consumer Codes Approval Scheme Logo in accordance with the ‘Licensing Terms’ provided by TSI (see Appendix 8: CCAS Logo and Licensing Terms.)

**H. DEALING WITH CONSUMERS**

22 A Trade Member must treat all consumers fairly and with respect throughout their enquiry. Personal information must be protected at all times, and information must be accurate and explained clearly in terms that the customer can understand. A Trade Member must endeavour to respond to enquiries within three working days and where a customer shows concern, the Trade Member must show a willingness to satisfy their requirements.

22.1 All financial dealings with the Customer must be carried out in a professional manner and within the law;

22.2 A Trade Member must inform all consumers of the Scheme Rules & Code of Practice and what benefits they receive. Also, a Trade Member must advise consumers that a copy of the HICS Scheme Rules & Code of Practice is available free of charge by
either visiting the HICS website (www.hicsscheme.org.uk) or contacting HICS direct on 0333 323 2655.

23 Dealing With Consumers In Their Own Home

23.1 Trade Members must respect the sanctity of a consumer's home. In particular that they recognise that the consumer is the master of what happens in or at their own home and it is the responsibility of a Trade Member to 'walk away' when requested to do so.

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

i. identify themselves to the consumer at the point of invitation

ii. 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

iii. ask permission to remain in the customers home where any presentation/representation has lasted two hours and more time is needed to complete the presentation/representation. If the customer refuses, the Trade Member’s representatives must leave the customer’s premises at this time or at any time when requested to do so by the customer.

23.3 Trade Members must take appropriate safeguarding measures when invited into a consumer’s home, including ensuring that they are not left alone with a child or other vulnerable person.

24 High Pressure Selling

24.1 High pressure selling techniques are against the law, and a Trade Member found to be breaching these regulations may be reported to Trading Standards, and failure to comply with any points in section 24 would be considered a serious breach of the Scheme Rules & Code of Practice and the Trade Member would be referred to The Non-Compliance Panel.

24.2 Trade Members are responsible for the actions of their employees and the individuals they contract, and must ensure that they comply with the Consumer Protection from Unfair Trading Regulations 2008.

24.3 Trade Members must also respect the homeowners right to refuse entry or terminate the visit at any time, and must not repeatedly visit, phone or email without invitation.

24.4 Trade Members must not engage in any high pressure selling to include:

i. subjecting consumers to unreasonably long visits in order to secure a sale (see point 23.2 iii)

ii. misrepresentation of the product, price or contract

iii. repeatedly visiting or contacting a consumer, even if they have not indicated that they do not want the goods or services on offer

iv. refusing to leave a consumer’s home when asked

v. claiming that the salesperson faces financial difficulty or will lose their job if they don’t achieve a sale
vi. stating inflated prices for goods or services, then offering a sizeable discount, or 'special one day offer prices', which aren’t true
vii. befriending vulnerable consumers in order to sell them goods or services at a later date
viii. frightening consumers into buying goods or services, by telling them they are at risk unless they buy your goods or services, when they are not.

25 Customer Service

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

i. before a contract has been agreed
ii. after placing an order
iii. after booking
iv. after paying
v. after the product has been installed

25.2 Trade members must have accessible and user-friendly procedures in place to ensure that 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.

25.3 Trade Members are not permitted to charge anything other than basic rate costs for calls to after sales service. Trade members must adhere to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

25.4 In the course of carrying out any work, the Trade Member will ensure that its employees or its agents:

i) Take appropriate steps to ensure that the consumer receives a professional standard of work, with minimal disruption, which shall include the use of dust sheets and other appropriate items to minimise / limit any mess caused by the work.

ii) Recognise that the work is taking place in the consumer’s home, and show appropriate consideration to the consumer and their neighbours, including:

a) taking care not to park in a manner which causes an obstruction or inconvenience

b) Refraining from using language which may cause offence

c) Not making unnecessary noise (for example, playing loud music while working, or leaving a car / van engine running whilst parked).

d) Communicating a plan for the work, including identifying key areas that may cause disruption (for example, temporary removal of bathroom or toilet facilities) and agreeing with the consumer how to deal with this in advance.

iii) Dispose of any materials that have been removed from site in a responsible manner in accordance with the relevant legislation.
iv) Implement and observe strict health and safety procedures, to minimise the risk to the consumer as well as the installer. (The Trade Member must recognise that working in a consumers home may require different practices to that of a general building site and installers are therefore expected either to install barriers around the work area, or to frequently clear up tools / rubbish, dust as they go along).

25.5 Trade Members must ensure that all work on plumbing or electrics is conducted by competent registered personnel and that where required by legislation, the work is registered with Local Authority Building Control (LABC) either directly, or through a competent person scheme.

25.6 In the course of carrying out any work, the Trade Member will ensure that its employees or its agents do not act in a manner:

i) which compromises:
   a) the integrity of the Trade Member;
   b) the reputation of The Scheme;
   c) the high professional or technical standards expected of a Trade Member;

ii) which is not in compliance with current legislation, British Standards or industry-accepted Guidance Notes.

26 Timeliness in Handling Customers’ Business

26.1 A Trade Member shall act with due diligence on behalf of its Customers and shall reply promptly to correspondence. Response times should be in accordance with the Trade Member’s Terms & Conditions previously deposited with HICS and HICS procedures relating to remedial work and complaints handling.

I. VULNERABLE CONSUMERS

27 Trade Members must attempt to identify vulnerable customers or potentially vulnerable customers and deal with them sympathetically and appropriately using these guidelines below and within the bounds of the law.

28 Identifying Vulnerable Customers

28.1 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.

28.2 Vulnerable consumers include those:

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

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

29 Vulnerability Check List
i. Does the customer appear to have physical, mental health and/or language problems?
ii. Does the customer appear not to understand the transaction?
iii. Are they answering “yes” to questions when it is clear they don’t understand?
iv. Does the customer need advice in an alternative format which you cannot immediately provide?

If the answer is yes to any of the above the member’s representative must leave the consumer’s home requesting that a future appointment be made when:

i. the alternative format can be presented, this includes key information being produced on request in a larger font, in Braille or in a foreign language or by audio
ii. a trusted friend or family member can be present

30 Dealing With Vulnerable Consumers

30.1 It is the Trade Member’s responsibility to ensure that:

i. 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. Trade Member’s representatives must consider how these may impact on the customer’s capacity to make an informed decision on whether the product is appropriate and affordable to them.

ii. each customer is provided with the relevant information for every stage of the transaction in order that they can make an informed decision.

iii. staff understand their obligations and that arrangements are made so the customer can be provided with advice and guidance suitable to their needs.

iv. employees and third parties, acting on behalf of a Trade Member, 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 future appointments, what they will involve including payment dates and methods.

v. If a vulnerability or potential vulnerability is detected by a Trade 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, during which a trusted friend or family member should be present.
31 Discrimination

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

This means that when a Trade 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.

31.2 Any Trade Member found to be using unethical or pressure selling techniques will be referred to The Non-Compliance Panel which could result in the member being expelled from The Scheme.

32 “Suckers List”

32.1 Trade Members must not engage in purchasing, marketing and selling to a list of potentially vulnerable customers sometimes referred to as a ‘Suckers’ list.

32.2 If a Trade Member does not comply with any points in section 32 they would be found to be in serious breach of the Scheme Rules & Code of Practice and would be referred to The Non-Compliance Panel which could result in the Trade Member being expelled from The Scheme.

J. CLEAR AND ACCESSIBLE INFORMATION

33 Pre-contractual Information

33.1 All technical information must be provided in writing prior to the customer signing the contract, and the information provided should be kept for 10 years and be made available upon request.

33.2 All customers must be informed of any permissions required or grants/incentives available for the product being installed. The responsibility for applying for them must be agreed with the customer in advance and the success of the application is not critical to the ongoing installation.

33.3 Trade members must ensure information about any financial help/incentives that are available to consumers is accurate and not misleading.

33.4 A Trade Member shall ensure that consumers have accurate and adequate pre-contractual information that enables them to make an informed purchase decision.

To assist with this, HICS has produced a set of template Terms & Conditions, Guarantees, Quotations which has been produced in conjunction with the Primary Authority and comply with the requirements of 33.5 and 33.6 below.

As of 1st October 2015, the Trade Member must either:
i. adopt the templates; or

ii. if the Trade Member would like to use their existing documentation provide HICS with authorisation/approval from their local trading standards office or their own Primary Authority (at the Trade Members cost); or

iii. request HICS to negotiate with the HICS Primary Authority for the approval of the Trade Members existing documentation. The Trade Member/Prospective Trade Member will be subject to the costs charged by the Primary Authority which HICS will invoice.

33.5 The pre-contractual information must include clear and accurate:

i. information about the main characteristics of the product

ii. details of the Trade Member’s name and geographical address

iii. details of any other trader on whose behalf the Trade Member is acting

iv. information on key contract terms

v. pricing information showing the total price and a breakdown, where appropriate, of how that price has been reached including:
   a. delivery charges
   b. VAT charges
   c. credit charges by compliance with the FCA Consumer Credit Sourcebook
   d. any other costed items and whether optional or mandatory

vi. information about delivery, payment and any other performance arrangements

vii. information about withdrawal or cancellation rights

viii. information about complaint and after sales procedures

ix. information on the availability and price of linked goods and services, such as routine servicing and phone helplines

x. pre-contractual information must be available in writing and provided to consumers on request, but in any event adequate information should always be given in a form which is accessible to the consumer

Failure to comply with this process would be considered a serious breach of the Scheme Rules & Code of Practice and the Trade Member would be referred to the Non-Compliance Panel.

33.6 The terms and conditions of business must be clear, unambiguous and must not disadvantage the customer, and all terms must conform to the Unfair Terms in Consumer Contract Regulations 1999 and the Consumer Protection from Unfair Trading Regulations 2008.

34 Trade Members must ensure that all customer facing documents include the correct legal entity and company registration number, along with the registered address and contact information to conform with The Companies Act 2006.

35 Alternative Format Information

A Trade Member must have an adequate policy to ensure that information can be provided in an alternative format for vulnerable customers where necessary, e.g. other languages, large font, brail, audio or to advise such customers to read through documents with a trusted friend or relative.
K PRODUCT PERFORMANCE ESTIMATES

36 The Trade Member must only make performance claims regarding the installed products when they have appropriate documented evidence to back up the claims. (for example, it is acceptable to state the energy rating label for a fridge where there is a label to back this up, but it is not acceptable to give an estimation of the annual savings for running the fridge, without a calculation, which takes into account the consumer's living habits)

L CANCELLATION RIGHTS

43.1 Trade Members must ensure that the cancellation rights and cooling off period are clearly stated in any:

i. sales documentation
ii. pre-contractual documentation
iii. contractual documentation.

43.2 Trade Members must ensure that the last day of cancellation is clearly identified in writing at the time of the consumer signing the contractual documentation.

44 Contracts Signed in the Customers Home or Place of Work

Trade 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. Trade Members must provide all consumers with a cancellation notice as part of the contract.

45 Contracts Signed Elsewhere

Trade 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. Trade Members must explain their cancellation procedures to all customers before the contract is signed. Where a Trade Member, in such circumstance, provides a cancellation period, the Trade Member must provide the consumer with the cancellation notice as part of the contract.

46 Contracts Signed linked to a Finance/Credit Agreement

A cancellation notice which cancels a contract for goods and services shall have the effect of cancelling any related credit agreement.

Should a consumer sign a contract with a Trade 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 trade member without cost or penalty.
47 Installing During the Cooling Off Period

In circumstances where commencing the installation during the cooling off period cannot be avoided, the Trade Member must obtain written agreement from the customer if they wish the work to start within the 14 days. The Trade Member must also explain the implications associated with cancelling the contract during the cooling off period when the installation has begun. The Trade 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 any provable and reasonable costs.

48 Customer Cancelling after the Cooling Off Period

Trade Members must include in the contract any costs to be incurred by the consumer should they cancel after the cooling off period. In such circumstances, the Trade Member may be entitled to reclaim any provable costs incurred.

49 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, Trade Members must either request the consumer 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).

M DELIVERY AND COMPLETION

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

51 Trade Members must be flexible when agreeing timescales and take into account the customers preference. Where delays occur, as much advanced notice as possible must be given to the customer and suitable alternative dates offered and agreed by both parties.

52 Any time-related clauses must comply with the Unfair Terms in Consumer Contracts Regulations 1999, and where a significant change to the order is made the customer must be entitled to cancel in line with the Supply of Goods and Services Act 1982.

53 all work carried out by the Trade Member will be of a high standard and the products supplied will be fit for their purpose.

54 no work carried out by a Trade Member will compromise or cause any collateral damage to the integrity of any existing structure
55 Subcontracting

If a Trade Member wishes to subcontract any part of the installation Home Improvement Products or other products to any organisation acting as a subcontractor to the Trade Member, the Trade Member must take full responsibility for the work, as if the work had been carried out by the Trade Member. This includes the provision of any guarantee or warranty relating to the work. The Trade Member must not suggest that work should be contracted directly to other parties in order to avoid subcontracting.

N. DEPOSITS AND STAGE PAYMENTS

56 Any deposits and stage payments taken by the Trade 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.

57 Deposit and Stage Payments Insurance Protection

Trade Members must register, on the HICS website, 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 Insurance Certificate directly to the customer. The HICS member must clearly identify the amount of deposit taken (which must not be above 25% of the contract value) and the date any such deposit/stage payment was paid by the customer.

O. GUARANTEES

58 Trade Members must provide a minimum of two years Workmanship Guarantee along with any manufacturers guarantee applicable to that product.

59 Upon satisfactory completion of the work, and all properly due and payable sums having been paid, the Trade Member must provide for each Customer its Workmanship Guarantee in addition to any manufacturers guarantee and forward it to the Customer within 5 working days together with a formal acknowledgement of receipt of the monies paid.

60 The Guarantee must be in line with any industry standard conditions and all goods supplied must be fit for purpose and free from defects.

61 Trade 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.

62 Trade Members must provide detailed information regarding any extended guarantees and the costs and cover associated with any such extended guarantees.

63 Insurance Backed Guarantees

63.1 Trade members must register every customer on the HICS website in order that an Insurance Backed Guarantee is issued to the customer to underwrite the
Workmanship Guarantee. This protects the consumer should the installer cease to trade and not be in a position to honour such a guarantee.

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

63.3 Failure to comply with the requirements of any part of this section (point 63) will constitute a serious breach of the Scheme Rules & Code of Practice and the Trade Member will be referred to The Non-Compliance Panel which could result in the Trade Member being expelled from The Scheme.

P. TRADE MEMBER COMPLAINT HANDLING PROCEDURE

64 All complaints will be dealt with professionally and courteously in strict compliance with the Trade Member's complaints procedure as approved by HICS.

65 A Trade Member shall operate a formal procedure in accordance with the provisions set out below for dealing with complaints from Customers or Prospective Customers or any person to whom, in the opinion of The Board or The Ombudsman, a duty of care is owed.

66 Customer Information Regarding Complaints Handling Procedure

66.1 Every Customer or Prospective Customer, on request, shall be provided with a document:

i) setting out the following information:
   a) the name and contact details of the person with whom initial and on-going contact should be made in the event of a complaint, i.e. the Trade Member’s Complaint Handler;
   b) a timescale for the sending of a written acknowledgement of a complaint;
   c) details of the timescale within which the outcome of an investigation of the complaint will normally be completed; and

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

   b) where dissatisfied with the progress of a complaint, the Customer has the right to request assistance from HICS. This will normally take the form of investigation and/or an attempt at settlement by conciliation or mediation by HICS on the Customer's application to HICS,

   c) if an attempt at conciliation or mediation fails to resolve the complaint/dispute, the Customer may, at any time, require that the matter be referred to The Ombudsman with a request for a review or for a formal intervention and a binding decision;
d) the Customer may, at any time, register a formal complaint directly with The Ombudsman (although it would be normal for all of the processes set out above to have been exhausted before such a direct reference is made);

e) The Ombudsman is entirely independent of the Trade Members and is located at, Aegon House, Daresbury Park, Warrington, WA4 4HS. Please see point 73 ‘Referral of Complaints To The Ombudsman’.

67 Complaint Receipt and Recording

67.1 If a Customer or Prospective Customer wishes to make a formal complaint, the Trade Member shall ask for the details of the complaint to be set out in writing and addressed to the Trade Member’s Complaint Handler in order to allow the scope of the complaint to be defined and to give the Trade Member the opportunity to respond and deal with specific issues.

67.2 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”).

67.3 The Complaints Directory and Tracking Forms shall be made available for inspection at any time by HICS or The Ombudsman.

67.4 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.

68 Acknowledgement

68.1 Where a consumer is without heating, hot water or electricity 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.

68.2 All complaints (other than those envisaged within 68.1) shall be acknowledged in writing within not more than three working days of being received by the Complaint Handler.

68.3 The complainant should be advised in the letter of acknowledgement of the following:

   a) receipt of the complaint by the Trade Member;
   b) the Trade Member’s internal complaints procedure;
   c) the HICS complaints procedure;
   d) the identity and contact details of the nominated Complaint Handler;
   e) the date by which the Trade Member will send a detailed response to the complainant setting out the specific actions that will be taken to respond to the complaint (“Detailed Response”) and the anticipated timescale if the specific matters of which complaint is made are not addressed in the letter of acknowledgment.
69  **Detailed Response**

69.1 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.

69.2 The Complaint Handler without undue influence from any other person within the Trade Member will decide the most appropriate Detailed Response depending upon the seriousness or urgency of the complaint and:

i) if a Detailed Response cannot be provided within the originally specified timescale, shall inform the complainant of the new anticipated timescale and the reason for the delay; or

ii) if an investigatory visit is required, the Complaint Handler and the complainant should liaise to set up an appointment that is convenient for both parties. Where reasonably practicable this appointment should take place within seven working days of advising the Customer of the need for an investigatory visit.

70  **Final Response**

70.1 Where the situation envisaged in 69.2(i) occurs, the Complaint Handler should endeavour to provide a Final Response in writing to the Customer within not more than a further seven working days.

70.2 Where the situation envisaged in 69.2(ii) occurs, the Complaint Handler should endeavour to provide a Final Response in writing to the Customer within seven working days of the date of carrying out the investigatory visit.

Q.  **ALTERNATIVE DISPUTE RESOLUTION**

71.1 **Conciliation/Mediation**

Where the matters of which complaint is made are disputed by the Trade Member and/or an agreed resolution of the dispute is not possible within a reasonable timescale, the Complaint Handler or the complainant may contact HICS to arrange for a conciliator/mediator to investigate the complaint and seek to broker an agreed resolution.

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 HICS or someone appointed by HICS 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 HICS and are entirely free of charge to consumers.

71.2 **Independent Inspection**

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 HICS and is entirely free of charge to consumers.

72 Costs of Alternative Dispute Resolution

72.1 The Trade Member will be responsible for the payment of costs as detailed in Appendix 1, section A: HICS Tariffs, save that The Board, at its sole discretion, may agree to waive or reduce the amount of any fee to be paid by the Trade Member under this provision.

73 Referral of Complaints to The Ombudsman

73.1 Trade Members are obligated to adhere to the Terms of Reference and rules of the Ombudsman appointed by HICS. The terms of reference of the Ombudsman may change from time to time and the latest version should be viewed by the member using this link: www.ombudsman-services.org/downloads/OS_TermsofReference_from1October2013.pdf

74 Cooperation with The Ombudsman

Where a complainant requests The Ombudsman’s involvement in a complaint, the Trade Member shall co-operate with The Ombudsman, his or her officers or any other persons appointed by The Ombudsman to assist and shall participate (and through membership of The Scheme has agreed to participate) in any subsequent process and shall abide by the decision of The Ombudsman.

75 Court Action

Trade Members will not take action through the courts without first trying to solve the problem through the conciliation service, except in the way expressly set out in this section.

R MEMBER PERFORMANCE MONITORING AND COMPLIANCE

76 Reducing Consumer Detriment

The Scheme will monitor the performance of its Trade Members in order to reduce consumer detriment and ensure compliance with the Scheme Rules & Code of Practice. Results of the performance monitoring for each individual Trade Member, and the Trade Membership as a whole, will be made available via an annual report and published on the HICS website.

77 Methods of Measurement

77.1 There are three methods The Scheme will use to measure the effectiveness of the Scheme Rules & Code of Practice. These are:-
i) Annual membership audit (combination of onsite and remote) to ensure compliance
ii) Monthly monitoring of complaints
iii) Quarterly monitoring of customer satisfaction surveys

77.2 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 Scheme Rules & Code of Practice. Any common areas of non-compliance will be distributed to all members via a letter, highlighting that an area of the Scheme Rules & Code of Practice has a high failure rate and therefore requesting all members to comply with this rule. All members will also be required to confirm their understanding and compliance with the rule in writing by return letter. The monitoring of complaints and customer satisfaction surveys enables consumer detriment to be examined and helps The Scheme to identify the specific areas where consumer detriment may be occurring.

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

Please see Appendix 4: Member Performance Monitoring

77.4 Where HICS or the Scheme Administrator feel it appropriate, HICS may (at any time deemed appropriate) instigate a process of ‘mystery shopping' to identify that the sales practices of members conform to all aspects of the HICS Scheme Rules & Code of Practice.

78 The Trade Member must co-operate and offer all assistance to HICS in its carrying out of any of the following actions to enable it to ensure on-going compliance with the Scheme Rules & Code of Practice and with the professional standards required of a Trade Member:

i. the comprehensive inspection of completed or on-going work, construction or installations carried out by the Trade Member and chosen from time to time at the discretion of HICS;

ii. the carrying out of regular checks to confirm the on-going legal and financial status of the Trade Member, its current Directors/Proprietor(s) and to ensure, for example, its compliance with Business Names & Companies Act requirements; and

iii. the carrying out of regular checks to confirm on-going compliance with those matters set out in the Accreditation Process; and

iv. the compilation of any Evaluation Report on the Trade Member.

79 Should an Evaluation Report reveal that the Trade Member has failed to meet the required standards and/or recommend or require action for improvement, an increased level of monitoring will be imposed by HICS, the cost of which is to be borne by the Trade Member (see Appendix 1, section A: HICS Tariffs) and the Trade Member may be placed under Caution.
80 A Trade Member shall obtain the prior approval of HICS before making any change to any of its documentation provided or created during or as part of the HICS Accreditation & Annual Vetting Procedure (Appendix 3).

81 A Trade Member shall inform HICS immediately on the occurring of any of the following events:

i. a change to the trading style or trading name of the Trade Member;

ii. a change to the constitution or ownership or control of the Trade Member [meaning a change of sole trader/partners if a sole trader/partnership or, if a company, a change in the controlling shareholder(s)] or the sale of a material part of the Trade Member’s business/assets to another;

iii. any proposal that might lead to a winding up of the Trade Member;

iv. any proposal to enter into any composition arrangement with creditors or to appoint an administrator, liquidator or receiver for the Trade Member;

v. a change of any trading address/registered address and/or contact details of the Trade Member;

vi. a change of its Compliance Officer or the Complaint Handler;

vii. a change of managing partner(s) or executive director(s) (if any);

viii. the withdrawal or withholding or issuing with additional or abnormal terms of any licence held or required by the Trade Member in connection with the conducting of its business;

ix. the conviction of the Trade Member or any of its directors, officers or senior managers for any criminal offence other than a motoring offence; or

x. the non-renewal or refusal of any Insurance Cover related to the operation of the Trade Member’s business or issued with additional or abnormal terms.

82 Where a sale or transfer of the whole or a substantial part of the business or assets of the Trade Member occurs or where a Trade Member in breach of these Scheme Rules & Code of Practice forms a new organisation incorporated or unincorporated or where the Trade Member (or any constituent or former partner, director or shareholder, or any of them) becomes a participant in a business or organisation and any of the aforementioned businesses or organisations holds itself out as, or by inference or implication can be considered to be, a continuation or assignee or a successor to the Trade Member (by whatever name), it shall ensure that such rights and obligations as exist under these Scheme Rules & Code of Practice and the terms of its Membership Agreement and are transferable are transferred to the new business or organisation.

S. TRADE MEMBER DISCIPLINE

83 If, as a result of a matter revealed in the course of an evaluation or investigation or during the handling of a complaint or otherwise coming to the attention of HICS there are any areas of non-compliance with these Scheme Rules & Code of Practice, HICS may, at its sole discretion:

83.1 advise the Trade Member in writing of a problem or default to be rectified;
where the Trade Member fails to respond to the advice within 14 days and/or fails to rectify the default within the period specified, issue a written warning to the Trade Member setting out required actions and specific timescales for compliance;

place the Trade Member under Caution where the Trade Member fails to comply with the warning. The Caution will remain in place for the monitoring period set out in the written notification. After satisfactorily demonstrating rectification of the infringement or non-compliance, the Caution will be lifted and the Trade Member under Caution will be reinstated to full Trade Member. Normally details of the Caution will not be communicated by HICS to any third party unless so ordered by The Ombudsman;

where the Trade Member under Caution fails to satisfactorily demonstrate rectification of the infringement or non-compliance, issue a final written warning setting out the extent to which it has failed to demonstrate rectification of the infringement or non-compliance, suspending the Trade Member and warning that failure to comply within the time specified will lead to expulsion from The Scheme;

where, in relation to any consideration of a matter or issue covered by point 83, HICS considers the matter or issue to be so serious as to warrant it, immediately suspend the Trade Member pending further investigation of the alleged or apparent non-compliance, and advise the Trade Member in writing of that fact;

where HICS considers a matter or issue covered by point 83 to be both serious and incapable of rectification, immediately inform the Trade Member in writing of that fact and immediately refer the Trade Member to The Non-Compliance Panel.

Where a Suspended Trade Member fails to rectify the outstanding matters set out in the final written warning, or any part of them, within the time limit specified it will be automatically referred to The Non-Compliance Panel and HICS will notify the Trade Member of that fact in writing.

Where suspended, a Trade Member is prevented from purporting Membership of The Scheme, but remains a Member of The Scheme and bound by the Scheme Rules & Code of Practice.

In the event of a Suspended Trade Member’s subsequent expulsion from The Scheme, the expelled Trade Member shall receive no refund of any unexpended balance of the Annual Membership Subscription.

The Board, at its sole discretion, may publicise details of a Trade Member’s suspension or expulsion from The Scheme and must publicise details of a Trade Member’s suspension or expulsion from The Scheme if so ordered by The Ombudsman.

Failure to comply with the requirements of any matter identified in a warning issued under the provisions of points 83.4 or 85 will constitute a serious breach of these Scheme Rules & Code of Practice and will be referred to The Non-Compliance Panel.

THE NON-COMPLIANCE PANEL

The Non-Compliance Panel (‘The Panel’) will make sure that any breach of the HICS Scheme Rules & Code of Practice is dealt with as effectively, impartially and 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 HICS Scheme Rules & Code of Practice.
The Non-Compliance Panel shall be empowered to consider any allegation of a breach of the Scheme Rules & Code of Practice referred to it by either:

i. the Board of HICS (for any reason at the sole discretion of the HICS Board to include any breaches referred to HICS by the Scheme Administrators); or
ii. the Ombudsman (for failure to implement a remedy or failure to comply with any Decision and Award or recommendations by the Ombudsman)

HICS will also refer any Trade Member to The Panel if they are notified that the Trade 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 Structure

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 Trade 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’s proceedings shall be published, unless, in the public interest or The Panel determines otherwise. HICS anticipate that such circumstances 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 Available to The Panel

The powers of sanction relevant to the activities of Trade Members include:

i. the issue of a formal warning
ii. the suspension of membership
iii. a requirement for the Trade Member to take additional measures (either temporarily or permanently) as a condition of continued membership
iv. a requirement to change, modify or establish an operating practice as a condition of continued membership
v. 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
vi. 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 membership

The decision of The Panel will be given to The Board before The Board implements the disciplinary procedures as set out.
U. THE APPLICATIONS & APPEALS PANELS

95 The Applications Panel

A Prospective Trade Member who has had its application refused may request access to the Applications Panel who will decide whether the initial decision was justified. The Applications Panel's decision will be binding on HICS and the Prospective Trade Member (please see Appendix 6 The Applications Panel).

96 The Appeals Panel

A Trade Member aggrieved by any decision made by The Non-Compliance Panel has a right of appeal directly to The Appeals Panel. The Appeals Panel's decision will be final and binding on both the Trade Member and HICS and, if appropriate, on the Scheme Administrator (please see Appendix 7 The Appeals Panel & Procedure).

V. RESIGNATION & TERMINATION OF TRADE MEMBERSHIP

97 A Trade Member may withdraw from The Scheme at any time by giving at least one calendar month's notice in writing to HICS sent by recorded delivery to its registered offices. A copy of the cancellation letter must be retained by the Trade Member to be produced in evidence should such evidence be requested by HICS. There will be no refund of the unexpended balance of the Annual Membership Subscription.

98 The membership of any Trade Member which is a body corporate shall terminate immediately on the happening of any of the following:

98.1 entering into any composition or arrangement (whether formal or informal) with its creditors; or

98.2 becoming the subject of a voluntary arrangement within the meaning of Section 1 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or

98.3 becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or

98.4 the appointment of a receiver manager, administrator or administrative receiver in respect of the Trade Member's undertaking, assets or income or a substantial part thereof; or

98.5 the passing of a resolution for the winding-up of the Trade Member or of its having a petition presented to any Court for its winding-up or the Trade Member's ceasing, or threatening to cease, to carry on its business.

99 The membership of any Trade Member which is an individual or a body unincorporate shall terminate immediately on the happening of any of the following:

99.1 the Trade Member or any of its constituent members:

a) being made bankrupt; or
b) having a receiver or manager appointed to control assets or property or a mortgagee entering into possession of such;

99.2 the Trade Member and/or any of its constituent members applying to the Court for an Interim Order pursuant to Section 253 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof.

100 The Board may by resolution expel a Trade Member if the Trade Member has failed to pay any subscription or to make any other payment to HICS in accordance with the Scheme Rules & Code of Practice and does not make any such payment within 14 days of demand being made on it by HICS.

101 The Board may by resolution expel a Trade Member if the Trade Member has failed to provide any material information to HICS during the accreditation process or fails to provide such information in response to any subsequent request made under points 78, 79, 80, 81 & 82 of these Scheme Rules & Code of Practice or, if the Trade Member commits a material or persistent breach of the Scheme Rules & Code of Practice or if a Trade Member does anything which in the opinion of The Board brings or is likely to bring HICS into disrepute, such as, by way of example but not exclusively, consistently not complying with statutory requirements, regulations or related technical standards or publicly making statements which are contrary to those set by The Board or failing to abide by a decision of The Ombudsman.

102 On or subsequent to a Trade Member’s cessation of membership of HICS (for whatever reason) these Scheme Rules & Code of Practice shall still have effect in relation to any matter arising out of or caused by the application of the Scheme Rules & Code of Practice or in respect of any work carried out or contractual obligation accepted by the Trade member during its period of membership of HICS as set out in paragraph 1.3 of these Rules.

103 Any Trade Member that ceases to be a Trade Member for any reason or as a result of a sanction imposed upon it by The Non-Compliance Panel shall have not more than 28 days to return or destroy all uses of the HICS logo on all materials, vehicles, premises or other outlets.

W. CO-OPERATION WITH CUSTOMER ADVISORY BODIES

104 HICS may, in certain circumstances, share information about a Trade Member or customer with any relevant customer advisory body e.g. Trading Standards Department or other such advisory body deemed appropriate. HICS will only share details of a Trade Member or customer in circumstances that comply with the data protection laws. HICS will gain express written permission from Complainant’s to share information relating to the complaint.

X. RIGHTS OF THIRD PARTIES

105 Save that persons mentioned in these Scheme Rules & Code of Practice as Customers or Prospective Customers of Trade Members are intended to take the benefit of the Trade Member’s irrevocable agreement to comply with these Scheme Rules & Code of Practice and to concur and participate in the reference of any complaint or dispute
for decision by The Ombudsman at the sole request of a complainant, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists or is available apart from under that Act.

106 The Scheme will offer the same level of cooperation with local consumer advisers or any other intermediary (such as trading standards, citizens advice, 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.

Y. RECOVERY - UNPAID FEES, LEGAL & COURT FEES AND CONTINGENT LOSSES

107 In the event of the Trade Member’s serious breach of these Scheme Rules & Code of Practice, the Trade Member will incur an additional administration charge in respect of any necessary monitoring and/or administrative action carried out by HICS. (see Appendix 1, section A: HICS Tariffs)

108 HICS may take legal action against a Trade Member or former Trade Member for recovery of any unpaid fees and any other contingent losses incurred by HICS as a result of the Trade Member’s acts and/or omissions.

Z. GOVERNING LAW AND JURISDICTION

109 These Scheme Rules & Code of Practice and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

110 The Trade Member irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Scheme Rules & Code of Practice or its subject matter or formation (including non-contractual disputes or claims).

111 Laws, Codes and Regulations which may apply to Trade Members

111.1 The Scheme expects Trade Members to comply with all relevant laws, codes and regulations in the running of their businesses. If The Scheme or the Scheme Administrators are notified of any transgressions of any trading laws, codes and regulations (and any other laws which may be deemed relevant) such transgressions may be reported to The Non-Compliance Panel and may result in the Trade member being expelled from The Scheme.

A current list of relevant trading laws, codes and regulations is produced on the HICS website.
APPENDICES

Appendix 1   -   Tariffs & Payments
Appendix 2   -   HICS Compensation Fund
Appendix 3   -   Accreditation & Annual Vetting Procedure
Appendix 4   -   Member Performance Monitoring
Appendix 5   -   Terms of Reference – The Non-Compliance Panel
Appendix 6   -   The Applications Panel
Appendix 7   -   The Appeals Panel & Procedure
Appendix 8   -   CCAS Logo and Licensing Terms
## TARIFFS & PAYMENT

### A. HICS Tariffs

#### A1 Membership

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Accreditation Fee</td>
<td>£ 1.00</td>
</tr>
<tr>
<td>Annual Member Subscription</td>
<td>£ 695.00</td>
</tr>
</tbody>
</table>

#### A2 Dispute Resolution:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conciliation/Mediation (per hour)</td>
<td>£ 45.00</td>
</tr>
<tr>
<td>Independent Inspection Report (each)</td>
<td>£ 475.00</td>
</tr>
<tr>
<td>Contribution to the costs of a reference to The Ombudsman for decision of a complaint/dispute (per case)</td>
<td>£ 475.00</td>
</tr>
<tr>
<td>Contribution to the costs of an Ombudsman’s Inspection (if any)</td>
<td>£ 475.00</td>
</tr>
</tbody>
</table>

#### A3 Additional Administrative Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of Evaluation Report (each)</td>
<td>£ 475.00</td>
</tr>
<tr>
<td>Re-accreditation Fee</td>
<td>£ 550.00</td>
</tr>
<tr>
<td>Monitoring or administration resulting from a serious breach of these rules (per hour)</td>
<td>£ 45.00</td>
</tr>
<tr>
<td>Administering the re-establishing of adequate insurance cover (per instance).</td>
<td>£ 500.00</td>
</tr>
</tbody>
</table>

Contribution to the costs of a reference to:
- The Applications Panel Fees Charged on a cost recovery basis
- The Appeals Panel £1,000 (see Appendix 7)
- The Non-Compliance Panel Fees Charged on a cost recovery basis

### B. Payments to HICS

#### B1 At all times Trade Members shall enter into HICS Direct Debit system to facilitate payments due to HICS. This process will be governed by HICS’s bankers Direct Debit Rules. A copy of these Rules will be supplied to the Trade Member on request and prior to signing of the mandate.

#### B2 The costs of any Inspections, Conciliations/Mediations, referral to The Ombudsman and/or any other fees (see Section A: HICS Tariffs) completed within the previous month will be included in that period’s statement and will be collected via the direct debit system. Written confirmation of the costs will be forwarded to the Trade Member in line with the Direct Debit Rules. If for any reason these costs cannot be collected via the Direct Debit system, an invoice will be forwarded to the Trade Member or former Trade Member which must be paid within 30 days of issue. Failure to comply will incur interest at the rate of 5% above the current Bank of England base rate after the expiry of the said 30 days and compounded monthly.

**NOTE:** *All of the above tariffs and charges are subject to VAT at the prevailing rate at the time of invoicing.*
HICS COMPENSATION FUND RULES

BACKGROUND

The appointed Scheme Administrator provides administrative support to HICS ("The Scheme"), of which the Trade Member is a member.

Upon joining The Scheme every Trade Member agrees to pay a sum of money into a Compensation Fund to be used in discharging any undischarged Ombudsman Awards under the HICS Scheme Rules & Code of Practice and for the other purposes set out in the HICS Compensation Fund Rules ("the Fund Rules")

The Fund Rules make provision for the maintenance and operation of a bank account separate from the trading bank accounts of The Scheme and Scheme Administrator for the purpose of administering the Compensation Fund.

The consent of the Ombudsman (acting in his absolute discretion) is required for any payment out of the Compensation Fund or amendment to these Fund Rules.

OPERATIVE PROVISIONS

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement as follows;

"Award": A written decision by The Ombudsman which
i. orders a payment to be made by a Trade Member; or
ii. where a Trade Member has been declared bankrupt or has become insolvent and has ceased trading or has been removed from the statutory register of companies, certifies
   a. that payment would have been ordered to be made by a Trade Member, and
   b. the proportion of that payment that is irrecoverable from insurance or other sources

"Commencement Date": the date of commencement of the Trade Member’s membership of The Scheme

"Compensation Fund": the aggregate of all monies held in the Compensation Fund account from time to time, comprising the total of all monies received from Trade Members as defined in the Fund Rules (and any interest received on such monies) less monies paid out of the Fund Account from time to time in accordance with the Fund Rules.

"Customers": Customers of Trade Members as defined in The Scheme’s Rules.
“Estimated Monthly Installation Value”: 1/12\(^{th}\) of the estimated value of the relevant Trade member’s relevant installations for the following 12 months (the initial such estimate being the figure agreed with The Scheme Administrator prior to becoming a Trade Member)

“Fund Account”: the deposit account opened in the name of HICS or such replacement bank account as may be agreed from time to time by The Board.

“Fund Manager”: HICS Chief Executive Officer.

“Initial Contribution”: the initial contribution to the Compensation Fund agreed to be paid on behalf of the Trade Member (being 40\% of the Estimated Monthly Installation Value)

“Mandate Signatories”: the signatories on The Compensation Fund Account from time to time as determined in accordance with Schedule 1

“Parties”: means HICS and The Scheme Administrator and any relevant Trade Member(s).

“Prospective Customer”: prospective Customers of Trade Members as defined in The Scheme Rules & Code of Practice.

“Retention Period”: a period of 12 months after the Trade Member’s membership of The Scheme has ended

“Scheme Administrator” means the company or organisation which HICS appoints from time to time for the supply of services and marketing materials to Trade Members and administration services to HICS (not including the provision of Deposit Protection Insurance, Stage Payment Protection Insurance and Insurance Backed Guarantees).

“Trade Member's Fund Amount”: The Compensation Fund Amount for a Trade Member, calculated in accordance with these Rules or analogous agreement

References to clauses and schedules are to the clauses of and schedules to the Fund Rules.

1.2 Heads are for convenience only and shall be ignored in interpreting this agreement.

1.3 Words or phrases used shall, where the context permits, have the same meaning as defined in the Rules of The Scheme
2. PAYMENT OF INITIAL CONTRIBUTION AND TERMS OF BANK MANDATE

2.1 The Trade Member shall pay the Initial Contribution to The Scheme Administrator prior to the membership Commencement Date and, forthwith upon receipt of the same in cleared funds, The Scheme Administrator will pay the same into the Fund Account.

2.2 For the avoidance of doubt, that part of the Compensation Fund contributed by or on behalf of a Trade Member from time to time is to be held under the terms of the Fund Rules and not at the direction of the Trade Member or any other single party.

2.3 The Compensation Fund Account is at all times operated in accordance with the Fund Rules.

2.4 No payment shall be made out of The Fund Account except in accordance with the terms of the Fund Rules.

2.5 Notwithstanding any other provision of these Fund Rules, no payment shall be made out of The Fund Account except with the consent of the Ombudsman (acting in his absolute discretion).

3. DURATION AND TERMINATION

3.1 These Fund Rules shall come into effect on the Commencement Date and shall continue until all the obligations of the Parties under them have been discharged.

3.2 Any interest paid from time to time on the monies comprised in the Compensation Fund, shall be added to the Compensation Fund on such dates as the accountants for The Scheme Administrators may decide (but in any event no less often than once in every 12 month period) and each Trade Member’s Fund Amount shall then be increased in the same proportions as the value of each of their Fund Amount has to the whole Compensation Fund immediately prior to such application of interest.

3.3 Subject to 2.5 and 3.4, upon expiry of the relevant Retention Period, a Trade Member shall be entitled to receive a payment equal to the Trade Member’s Fund Amount.

3.4 If, at the end of the relevant Retention Period, there are any outstanding or ongoing disputes or claims involving the Trade Member which may need to be paid out of the Compensation Fund, any calculation of the Trade Member’s Fund Amount or payment of the same to the Trade Member under 3.3 above may, at the absolute discretion of The Scheme Administrator be delayed until the position is clarified.
4. **USE OF COMPENSATION FUND MONIES**

4.1 Under the terms of The Scheme, The Ombudsman (as defined in HICS Scheme Rules) has the power to make financial awards and/or other decisions against Trade Members or their Customers in relation to payment of compensation, costs or other matters (together ‘Awards’). Upon any payment due under such Awards not being made in accordance with its terms, the successful party must use its best endeavours to procure payment of such Awards outwith the Compensation Fund and as a last resort may make application to the Compensation Fund for a discretionary payment in lieu.

4.2 In cases of Awards against Trade Members, payments out of the Compensation Fund shall be allocated as follows:

a) firstly, against the relevant Trade Member’s Fund Amount as far as possible; then, if there remains a balance outstanding after the relevant Trade Member’s Fund Amount is exhausted;

b) against each other Trade Member’s Fund Amount in the same proportions as the value that each of their Fund Amounts has to the whole Compensation Fund

4.3 In cases of Awards against Trade Members, in order that the Compensation Fund is replenished, The Scheme Administrator shall then issue a demand to the relevant Trade Member for any amount paid out of the Compensation Fund in respect of the relevant Award. This amount is to be paid into the Compensation Fund account by the Trade Member forthwith upon receipt of demand.

4.4 Upon receipt of monies under clause 4.3 the same shall be allocated to increase:

a) first, until any reduction allocated against that Trade Member’s Fund Amount under 4.2(b) has been reversed, each other Trade Member’s Fund Amount in the same proportions as the value of each of their Fund Amounts has to the whole Compensation Fund; and

b) then the relevant Trade Member’s Fund Amount.

4.5 In cases of Awards made in favour of Trade Members and subject to the provisions of 4.1, payments out of the Compensation Fund shall be allocated against each Trade Member’s Fund Amount in the same proportions as the value of each of their Fund Amounts has to the whole Compensation Fund and the relevant Trade member shall assign the benefit of the Award at the discretion of The Scheme Administrator to facilitate the pursuing of the person against whom the Award was made (if it so decides at its absolute discretion) in order to replenish the Compensation Fund.

4.6 The Compensation Fund may also be used to pay the legitimate costs and expenses of the Parties and their advisers in setting up, administering and/or winding-up the Compensation Fund (including enforcing the terms of these Fund Rules). These payments shall be allocated against Trade Members’ Fund Amounts and, in the case of costs incurred in enforcing the Fund Rules against a Trade Member, these costs shall be allocated and replenished in the same manner as payments of Awards made against that Trade Member.
4.7 For the purposes of the provisions of paragraphs 3 & 4 above, unless The Scheme Administrator’s accountants wish (in their absolute discretion) to use a more up to date calculation, the aggregate amount of the Compensation Fund shall be deemed to be that shown in the most recent account statement for the Fund Account.

5. **TOP UP**

5.1 Any Trade Member’s Estimated Monthly Installation Value may be reviewed from time to time at the request of any Party. On such review the Parties will use their best endeavours to agree a new Estimated Annual Installation Value. If the Parties cannot agree within 30 days the matter shall be referred to the Fund Manager for determination as expert and the parties agree to be bound by his decision. The Scheme Administrator shall then make such consequential adjustment to the aggregate amount of money which should be held as the Trade Member’s Fund Amount as it may in its reasonable opinion think fit (and shall also be free to take into account any pending or likely claims against that Trade Member) (‘the Adjusted Amount’). Any return of monies to or additional top-up payment required from the Trade Member to make the actual Trade Member’s Fund Amount the same as the adjusted amount shall be made within 14 days of such adjustment.

5.3 The Parties at their sole discretion may elect to contribute additional funds, on behalf of the members, as and when deemed necessary into The Fund.

5.4 The Scheme Administrators will undertake an annual review of the Compensation Fund. If the Compensation Funds’ level is such that The Scheme Administrator believes, in its absolute discretion, that additional contributions to the Compensation Fund are desirable, they shall require Trade Members to pay the same in proportion to the value of each of their Initial Contributions (save that if a Trade Member has had its Initial Contribution amended the figure used shall be the adjusted amount). However, sums demanded under this provision in any 12 month period shall not exceed 25 per cent of the said Initial Contribution amount (or of the then current adjusted amount if an adjustment has been made under clause 5.1 above).

6. **INTEREST**

6.1 If the Trade Member fails to comply with its obligations to pay monies under the Fund Rules, then interest shall accrue daily on the amount outstanding at the higher of 7% per annum or Bank of England Base rate from time to time plus 5%.

7. **INDEMNITY**

7.1 The Trade Member shall fully indemnify the other parties and their assignees in respect of any costs and expenses incurred in enforcing its obligations under the Fund Rules.

7.2 All parties shall jointly and severally fully indemnify the Ombudsman and the partners against any and all costs liabilities and claims howsoever arising (‘Claims’) in relation to the operation of the Compensation Fund and the Fund Account or otherwise under
this agreement (save that such indemnity shall not have effect to the extent to which such Claims are caused by the fraud of the said persons.

8. ASSIGNMENT

8.1 Should the Trade Member become obliged to pay a sum of money under the Fund Rules, and such payment not be paid within 14 days of demand, HICS shall be entitled to assign the debt to The Scheme Administrator or otherwise as it may decide in order that the assignee may take debt recovery action against the Trade Member.

8.2 Save for assignment of debts under 8.1 above, no Party shall without the prior written consent of the Mandate Signatories assign, transfer, charge or deal in any other manner with the Fund Rules or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under the Fund Rules.

9. FORCE MAJEURE

9.1 The obligations of each Party under these Fund Rules shall be suspended during the period and to the extent that that Party is prevented or hindered from complying with them by any cause beyond its reasonable control including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this agreement.

9.2 In the event of any Party being so hindered or prevented, the Party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Parties. In the event that the cause continues for more than 90 days any Party may terminate this agreement on 30 days notice.

10. AMENDMENTS

Save as expressly provided in the Fund Rules, no amendment or variation of the Fund Rules shall be effective unless in writing and signed by a duly authorised representative of each of the Mandate Signatories and the Ombudsman.

11 WAIVER

The failure of a Party to exercise or enforce any right under the Fund Rules shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
12. **SEVERABILITY**

If any part of the Fund Rules becomes invalid, illegal or unenforceable, the Mandate Signatories shall seek to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in the Fund Rules.

13. **NOTICES**

Any notice required to be given pursuant to this the Fund Rules shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to, the address of the relevant Trade Member as set out in The Scheme Rules or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post).

14. **RIGHTS OF THIRD PARTIES**

Save that the Ombudsman may enforce clauses 2.5 and 10 above against any of the parties and that the persons mentioned in clause 7.2 above are intended to take the benefit of the indemnity set out in that clause and all parties agree that they may enforce the same, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Fund Rules. This does not affect any right or remedy of a third party which exists or is available apart from under that Act.

15. **GOVERNING LAW AND JURISDICTION**

15.1 Any question of interpretation, application or effect of these Fund Rules shall be determined by The Ombudsman in the same manner as any complaint by a Customer and, where the matter at issue concerns an alleged breach of point 82 (of The Scheme Rules) affecting the rights of any person intended to have the benefit of that provision, it shall be, and is hereby, referred directly to The Ombudsman for a decision in like manner.

15.2 These Fund Rules shall be governed by and construed in accordance with English law and, in respect of all matters of their application and interpretation, each party hereby irrevocably submits to the jurisdiction of The Ombudsman.
Schedule 1

Terms of Mandate:

The Mandate Signatories shall comprise:

John Richard Christie (appointing body HICS)
Anthony Roy Pickup (appointing body Scheme Administrator)

Change of Mandate

From time to time by notice to the Bank and the other Mandate Signatories, a relevant appointing body may change its Mandate Signatory.
Accreditation & Annual Vetting Procedure

Initial Accreditation

All Accredited Installers must, as a minimum:

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 (to ensure that companies with a history of multiple phoenixing and/or consumer problems do not gain membership).

2. Provide Scheme Administrators with a copy of their most recent accounts (for financial stability purposes)

3. Provide Scheme Administrators with a list of the last 6 months customer installs. The Scheme Administrator will choose 10 customers to whom to send the Consumer Satisfaction Questionnaire (to ensure consumers are satisfied with the overall level of service provided by the installer)

4. Provide Scheme Administrator with a minimum of 3 names and addresses of key suppliers to whom we will write requesting feedback on its professionalism (to help ensure they deal with suppliers professionally).

5. Provide Scheme Administrators with a copy of their current company letterhead (to ensure compliance with the Companies Act 2006).

6. Provide Scheme Administrators with a copy of any sample quotation documents and any pre contractual documents. Scheme Administrators will cross reference these with the requirements listed in the Scheme Rules & Code of Practice (see point 33 entitled ‘Pre contractual information’). If any non-conformities are found, the installer will be requested to amend these documents and resubmit to the Scheme Administrator for.

7. Provide Scheme Administrators with a copy of any Consumer Contract including Terms and Conditions. A check will be made that these Terms and Conditions conform with point 33.6 of the Scheme Rules & Code of Practice.

8. Provide Scheme Administrators with a copy of all guarantee/s for all products installed. A check will be made to ensure that the guarantee/s give at least a two year workmanship guarantee for every product installed (this ensures that all workmanship guarantees conforms with the two year minimum guarantee period stated within the HICS Scheme Rules & Code of Practice see point 58).

9. Provide Scheme Administrators with a copy of its Complaints Process and Nominated Complaints Handler. HICS can provide templates should the member wish to adopt those (to ensure a professional complaints process and a nominated complaints handler is in place to ensure one point of contact within the installers business for consumers and Scheme administrators).

10. Provide Scheme Administrators with proof of FCA registration (only required if using a finance facility)

11. Provide Scheme Administrators with a copy of their current Health and Safety Policy.

12. Provide Scheme Administrators proof of a) £2m Public Liability b) £10m Employers Liability
**Annual Vetting**

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

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

1. Annual membership audit (combination of onsite and remote) to ensure compliance with the Scheme Rules and Code of Practice
2. Monthly monitoring of complaints
3. Quarterly monitoring of customer satisfaction surveys

This comprehensive monitoring process has been verified by Steve Brooks from Select Statistics (an independent Chartered Statistician) as meeting the TSI core criteria.

Please see Appendix 4: Member Performance Monitoring, in the Scheme Rules and Code of Practice for full details.
Appendix 4

Member Performance Monitoring

Introduction

HICS will monitor the performance of its Trade Members in order to reduce consumer detriment and ensure compliance with the HICS Scheme Rules & Code of Practice. The results of the monitoring will be made available via an annual report to the Chartered Trading Standards Institute and published on a dedicated section of the HICS website for the general public to view.

Measuring the Effectiveness

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

1. Annual membership audit (combination of onsite and remote) to ensure compliance
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 to address areas of consumer detriment. The annual membership audit helps to identify areas of non-compliance with the Scheme Rules & Code of Practice. Any common areas of non-compliance will be distributed to all members via a letter, highlighting that an area of the Scheme Rules & Code of Practice has a high failure rate and therefore requesting all members to comply with this rule. All members will also be required to confirm their understanding and compliance with the rule in writing by return letter. The monitoring of complaints and customer satisfaction surveys enables consumer detriment to be examined and helps HICS to identify the specific areas where consumer detriment may be occurring.

How to Measure the Effectiveness of The Scheme Rules

To ensure members are complying with the HICS Scheme Rules & Code of Practice an annual audit will take place. The audit sample will be made up as follows:

- **Risk based Sampling** – HICS will undertake a risk based approach to select 10% of members to audit onsite. Onsite auditing will comprise of a HICS representative visiting the members premises and carrying out the audit whilst present.
- **Remote audit** – This will comprise of writing to all of the members requesting them to complete and return the Remote Assessment Questionnaire along with the evidence required within 28 days. The questionnaire will include all the elements of the Scheme Rules and Code of Practice which are classed as high weighting. Any members who have been audited in the previous year or have been a member for less than 6 months will be excluded.
- **Member Complaints** – HICS will audit any member where the number of complaints received against them equates to more than 10% of the number of installs the member registers with HICS.
- **Customer Satisfaction Survey** – HICS will audit any member who scores less than 70% in overall satisfaction from the results of the survey.
Weighting of HICS Scheme Rules and Code of Practice
Each area of the HICS Scheme Rules and Code of Practice has been given a weighting level.

Point Scoring System
The following details how many points will be allocated to each type of weighting level:

- High Weighting – 3 points for each rule
- Medium Weighting – 2 points for each rule
- Low Weighting – 1 point for each rule

The total points available to each member following an audit are 89 points and can be broken down as follows:

- High Weighting – 57 points in total
- Medium Weighting – 28 points in total
- Low Weighting – 4 points in total

Threshold Limit
During an audit a member should pass all high weighting rules. If a member does not pass all high weighting rules then it could be an automatic failure. Overall the member must achieve a minimum 65 points to pass the audit.

Annual Membership Audit
The annual membership audit ensures members are complying with the Scheme Rules & Code of Practice. The audit covers all important aspects of reducing consumer detriment and helps to identify areas of non-compliance. The audit also:

- Ensures that we obtain all the relevant evidence to be processed in accordance with the Scheme Rules, e.g. customer facing documents, public & employer’s liability insurance, samples of advertising.
- Checks for any changes in the running of the company since joining the Scheme
- Checks that they are handling complaints and cancellations in the correct manner and keeping a log of all activity with customers in these instances.
Terms of Reference – The Non-Compliance Panel

Role of The Panel:

The Non-Compliance Panel is responsible for managing non-compliance with The Scheme Rules & Code of Practice. Disciplinary actions will be referred to The Board for implementation.

Membership:

The panel will consist 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 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.

For issues of non-compliance where the opinion of a Trade Member may be required, a Trade Member be elected to join the panel upon request.

For issues of non-compliance where the opinion of a professional customer advisory body may be required, a representative of said body may be elected to join the panel upon request.

Initial membership of the panel is for 12 months, after which a member may choose to resign their permission. Resignation, however, will only be accepted after a suitable replacement member has been arranged.

Accountability:

Each member of the Non-Compliance Panel is responsible for reporting any known activities to the group upon recognition of a breach of the Scheme Rules & Code of Practice.

When a breach has been identified, the panel will collectively investigate and where a disciplinary action has been decided will report to The Board for final approval.

Review:

The Non-Compliance Panel will review the relevance and value of its work, along with the terms of reference at its annual meeting.

Definition of Terms

“The Scheme” means the Home Improvement Consumer Protection Scheme (HICS).

“The Scheme Rules & Code of Practice” means the document containing the set out rights, obligations and standards of practice expected of Trade Members of HICS.

“The Board” means HICS board of directors as defined in the Articles of Association of HICS.

“Trade Member” means a company which has been accepted into The Scheme and has not retired or been expelled from The Scheme.
Appendix 6

The Applications Panel

Role of The Panel:

The Applications Panel can review HICS’ decision to refuse a Prospective Trade Members application and decide whether the initial decision was justified.

The Procedure

A Prospective Trade Member requesting a review by the Applications Panel should do so in writing (The Application Review Notice) and be sent via recorded delivery to the registered office of HICS care of the Applications Panel along with the fee of £495 +vat within 14 days of the issuing date by HICS of the formal notification to the Prospective Trade Member of its membership application being rejected. If the appeal is upheld the £495 +vat fee will be refunded. Any evidence or documentation submitted after the 14 day period will not be considered.

The Applications Review Notice should include:

- information setting out the grounds for the Prospective Trade Member’s appeal to include any/all reasons for disputing the decision/s of HICS; and
- all documentation/evidence the Prospective Trade Member will rely upon in support of its appeal.

HICS, within 7 days of receiving The Application Review Notice, will:

- write to the Prospective Trade Member acknowledging its appeal and detailing the date and time of when the Applications Panel will consider the appeal;
- Submit the Prospective Trade Member’s Appeal Notice and any documentation/evidence in support of the appeal to the Applications Panel.

The Applications Panel process is paper based. HICS and the Prospective Trade Member will submit their cases, together with evidence within the given timescales.

The Applications Panel will review all the evidence/documentation before it and make a decision as to whether the Prospective Trade Member may be granted HICS membership in line with the HICS Scheme Rules & Code of Practice. The Applications Panel decision will be binding on HICS and the Prospective Trade Member.
The Appeals Panel & Procedure

Role of The Panel:

The Appeals Panel can review any decision made by The Non-Compliance Panel in regard to any penalties/remedial actions/sanctions imposed on the Trade Member or the proportionality of such sanctions as a result of breaches of The Scheme Rules & Code of Practice.

Membership:

The panel will consist of at least three members to be draw from a pool of fourteen, being the joint pools for the Applications and Non-Compliance Panels. Members of the Appeals Panel will declare that they have not taken part in any other Panel at which the Trade Member was considered.

The Appeals Procedure

A Trade Member requesting an appeal should do so in writing (The Appeal Notice) such appeal sent via recorded delivery to the registered office of HICS care of the Appeals Panel along with the fee of £1000 +vat within 14 days of the issuing date by HICS of the formal notification to the Trade Member of its termination of membership. If the appeal is upheld the £1000 +vat fee will be refunded. Any evidence or documentation submitted after the 14 day period will not be considered.

If the Appeals Panel decides that the penalties/remedial actions/sanctions imposed by The Non-Compliance Panel was/are inappropriate then an appeal will be allowed.

The Appeal Notice should include:

- information setting out the grounds for the Trade Member’s appeal to include any/all reasons for disputing the decision/s of The Non-Compliance Panel; and
- all documentation/evidence the Trade Member will rely upon in support of its appeal.
- notification if the Trade Member would like to make verbal representations at the this Appeal Meeting and if so, whom will do so on behalf of the Trade Member.

HICS, within 7 days of receiving The Appeal Notice, will:

- write to the Trade Member acknowledging its appeal and detailing the date and time of when the Appeals Panel will consider the appeal and if verbal representations are to be allowed;
- Submit the Trade Member’s Appeal Notice and any documentation/evidence in support of the appeal to the Appeals Panel.

At the appeal meeting, prior to the decision being made, the Appeals Panel shall consider all documentation/evidence presented to it by The Trade Member, to include any verbal representations.

At the appeal meeting, prior to the decision being made, HICS have the opportunity to explain the evidence that was put before The Non-Compliance Panel prior to its decision being made.

The Appeals Panel will review all the evidence/documentation and representations laid before it. It will then consider its position in private.
After also considering some or all of the following points below the Appeals Panel will make its decision:

- did the Trade Member receive a proper and fair investigation of the complaints made against it?
- did the Trade Member’s conduct in relation to all matters surrounding this breach bring HICS, The HICS Scheme or its fellow Trade Members or The Consumer Codes Approval Scheme into disrepute?
- was/are any penalties/remedial actions/sanctions imposed proportionate to the breach?

The Appeals Panel's decision will be reached on the balance of probabilities.

Minutes of the appeal meeting will be recorded by an independent person appointed by The Appeals Panel. The proceedings may also be recorded at the discretion of The Appeals Panel.

Following the appeal meeting, the following options, after consideration, are available to The Appeals Panel:

- dismiss the Trade Member's appeal and uphold the original decision of The Non-Compliance Panel; or
- uphold the Trade Member's appeal and considering removing one or all of the penalties/remedial actions/sanctions imposed upon it; or
- uphold the Trade Member’s appeal subject to various conditions being imposed by The Appeals Panel

A notice will be issued by The Appeals Panel to the Trade Member and HICS within 7 working days of the appeal meeting advising them of its decision. The reason/s for its decision will also be made available.

In exceptional circumstances The Appeals Panel may amend the time periods set out within this document providing HICS gives the Trade Member reasonable notice in advance of such changes being made.

The Appeals Panel’s decisions are final. No authority or remit is bestowed on The Appeals Panel to make any award of damages or compensation to either party in the appeal.
CCAS Logo and Licensing Terms

1. Introduction

1.1. These licence terms apply to both Code Sponsors and Code Members (together the ‘Authorised Users’). Its terms give rise to an express licence between CCAB and Code Sponsors. Notification of its terms by a Code Sponsor to a Code Member pursuant to clause 2.3 gives rise to a licence between CCAB and the Code Member on the same terms as this licence.

1.2. These terms grant an Authorised User the right to use the Logo and explain how an Authorised User may use the Logo.

1.3. CCAB has the right to grant licences for the use of the Logo, detailed in Annex 1 to these terms. For the avoidance of doubt, CCAB shall have the power to enforce any provisions contained in this Schedule 1 against Code Members.

1.4. A licence may only be granted to a Code Member once its Code Sponsor has received stage two approval from CCAB for its code of practice.

2. Grant of licence

2.1. CCAB hereby grants the Authorised User a non-exclusive licence in the Territory to display the Logo from the date of the Agreement and on these terms and conditions.

2.2. The Authorised Users shall not assign or grant sub-licences of the licence granted under clause 2.1 or any part of it to any other party.

2.3. The Code Sponsor shall notify its Code Members of the terms of this licence in writing in the form of notice annexed as Annex 2 to this licence. The Code Sponsor shall also notify its Code Members of any amendments made to this licence from time to time.

2.4. The Code Sponsor shall ensure that its Code Members adhere to the terms of this licence, and shall monitor and supervise its Code Members’ use of the Logo.

2.5. The Code Sponsor shall notify CCAB within five working days if it or any of its Code Members misuses the Logo or experiences one or more of the terminating events detailed in clause 5.1 of this licence.

2.6. The Code Sponsor shall notify CCAB or its authorised agent for managing the directory of Code Members within five working days of any changes to the details of its Code Members which were registered with CCAB.

2.7. The Code Sponsor shall provide CCAB with details of its Code Members on a monthly basis in the last week of each calendar month. Such list shall be updated to reflect new Code Members and any Code Members that have had their licence terminated by CCAB under the terms of this licence, or ceased to comply, or terminated their agreement to comply, with the Approved Code.

3. Use of the Logo

3.1. The Authorised User may use the Logo on or in any of the following materials provided that such materials relate directly to the Authorised User’s business and are owned, used or purchased by the Authorised User in the course of running its business:
3.1.1. business stationery, including letter heads, order forms and invoices;

3.1.2. promotional material including brochures, posters, TV advertising, exhibition stands, mailshots, catalogues, promotional gifts and calendars;

1.1.3 newspaper or other advertisements;

3.1.4. websites and electronic mail;

3.1.5. advertising hoardings;

3.1.6. name plaques;

3.1.7. windows and doors;

3.1.8. workwear

3.1.9. business and professional directories, and

3.1.10. commercial vehicles.

Should an Authorised User wish to use the Logo on or in any materials not listed in this clause, it must first obtain written consent from CCAB.

All requests to CCAB for consent to use the Logo on or in any materials not listed in this clause shall be sent via the Code Sponsor.

3.2. An Authorised User shall not do, or omit to do, or permit to be done, any act that will or may:

3.2.1. weaken, damage or be detrimental to the Logo or the reputation or goodwill associated with the Logo or CCAB;

3.2.2. invalidate or jeopardise any registration of the Logo; or

3.2.3. mislead consumers as to the nature of the Approved Code.

3.3. Whenever using the Logo, Authorised Users must at all times comply with CCAB’s ‘Logo design guidelines’ set out at www.tradingstandards.uk/consumercodes and as amended from time to time.

3.4 The Logo may not be used by Authorised Users to infer endorsement by CCAB of the Authorised User’s financial stability or the quality or suitability or safety of goods or services provided by the Authorised User beyond the approval of the Approved Code.

3.5 Authorised Users shall comply within 14 days with any request made by CCAB to provide examples of each way in which the Authorised User uses the Logo.

3.7 An Authorised User shall notify CCAB of any adverse determination of regulatory bodies, self-regulatory bodies and professional bodies made in relation to its use of the Logo.

4. Intellectual property rights and goodwill

4.1. The Authorised User acknowledges CCAB’s ownership and proprietary rights in the intellectual property rights and agrees and acknowledges that:

4.1.1. it will not obtain or seek to obtain any rights in the intellectual property rights for the Logo
4.1.2 it will not register or attempt to register any of the intellectual property rights for the Logo in any jurisdiction, and

4.1.3 any goodwill in the Logo that accrues to the Authorised User from time to time through use of the Logo is assigned to CCAB and any goodwill generated by use of the Logo under this Agreement shall accrue to CCAB.

4.2. The Authorised User shall not adopt or use any mark, symbol or logo which incorporates or is confusingly similar to, or is a colourable imitation of the Logo.

4.3. The Authorised User shall immediately give notice in writing to CCAB if it becomes aware of any:

4.3.1. infringement or suspected infringement of any of the intellectual property rights, or

4.3.2. claims made or threatened that the intellectual property rights infringe the rights of any third party.

5. Termination of licence with Code Member

In the event of:

5.1. a Code Member’s membership of its Code Sponsor’s organisation or its subscription to the Code Sponsor’s Approved Code being terminated; or

5.2. a Code Member no longer subscribing to its Code Sponsor’s Approved Code; or

5.3. termination of the Agreement with the Code Sponsor by CCAB

this licence shall terminate forthwith in respect of that Code Member.

6. Consequences of termination of licence with Code Member

On termination of a licence to a Code Member, the Code Member shall within 20 working days:

6.1 return or destroy any property including (but not limited to) copies of any materials containing the Logo or other IP Rights owned by or licenced to CCAB or the Code Sponsor, if requested by CCAB or the Code Sponsor;

6.2 promptly cease representing to any third parties in any media that they are a Code Member;

6.3 remove or obliterate all uses of the Logo on the materials listed in clause 3.1 of this schedule and any others for which permission has been given by CCAB or the Code Sponsor; and

6.4 do nothing which may lead any person to believe that the Code Member is still licensed to use the Logo.
Home Improvement Consumer Protection Scheme Ltd is a Company Limited by Guarantee.

Registered Address: Centurion house, Leyland Business Park, Centurion Way, Farington, Leyland, England, PR25 3GR

Registered in England. Company No: 09507751

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www.hicsscheme.org.uk