

# TPI Code of Practice

Schedule 1

October 2018



## Schedule 1 – TPI Code Of Practice

### 1. Introduction

- 1.1 This Code of Practice (**Code**) sets out a clear framework which TPIs must adhere to when providing the Services. It is aimed at promoting confidence in the marketing of energy supplies and associated energy related goods and services to Customers, whether online, face to face or on the telephone.
- 1.2 All references to “TPIs” in this Code shall also be a reference to TPI Personnel.
- 1.3 TPIs must be familiar with the Code and its contents, and will make copies of the Code available to Customers on request.
- 1.4 The Code will be reviewed periodically by npower and any changes shall be notified to the TPI.

### 2. Standards of Conduct

- 2.1. The TPI shall perform its obligations in accordance with the following standards of conduct:
- a) The TPI must treat customers fairly. Acts or omissions that either significantly favour the TPI, npower, or give rise to a likelihood of detriment to the Customer would not be regarded as treating the Customer fairly.
  - b) The TPI must behave and carry out any actions in a fair, honest, transparent, appropriate and professional manner.
  - c) The TPI must provide information to each Customer which:
    - (a) is complete, accurate and not misleading (in terms of the information provided or omitted);
    - (b) is communicated in plain, intelligible language;
    - (c) relates to products or services which are appropriate to the Customer to whom it is directed; and

(d) is otherwise fair both in terms of its content and in terms of how it is presented (with more important information being given appropriate prominence).

- d) The TPI must make it easy for a Customer to contact the TPI and npower, and must not prevent the customer from contacting npower directly.
- e) The TPI must act promptly and courteously to put things right when the TPI makes a mistake.
- f) The TPI must ensure that its customer service arrangements and processes are fit for purpose and transparent.

### 3. TPI Personnel and Sales Support Materials

- 3.1. TPIs must at their own cost ensure that TPI Personnel:
- a) receive training in respect of the Products and Services;
  - b) have the knowledge and skills necessary to provide the Services in accordance with this Code and the Agreement;
  - c) are kept up to date with changes in the market, such as changes to Products, the Services, legislation and industry regulation;
  - d) respect and give due regard to customer ethnicity, diversity and vulnerability, and make appropriate adjustments when dealing with customers in these circumstances as required; and
  - e) continually monitor TPI Personnel performance to ensure that any shortfall in expected standards are promptly identified and rectified.
- 3.2. The TPI shall ensure that all sales support material used by the TPI complies with the British Code of Advertising, Sales Promotion and Direct Marketing as currently in force and available at [www.asa.org.uk/](http://www.asa.org.uk/).

### 4. Contact With Customers

- 4.1. The TPIs shall, as soon as possible when making contact, identify themselves, their purpose and identify how they are remunerated by suppliers.
- 4.2. The TPI shall inform any Customer that it is introducing a product or service on behalf of npower as and when that may be the case and the TPI shall not under any circumstances seek to hold itself out as the actual supplier of the product or services.
- 4.3. The TPIs shall not misrepresent the reason for their call or visit, for example as carrying out market research or imply they are acting on behalf of a government or regulatory body etc.
- 4.4. The TPIs must not contact any Customer that has indicated that they do not wish to be contacted for marketing purposes and shall only make sales calls or visit premises at times which will not interfere with or impact on the operation of the Customer's business activities.
- 4.5. The TPIs shall end a discussion with a Customer or leave a Customer's premises immediately at the Customer's request. The TPI must voluntarily cease contact with a Customer who clearly indicates that contact is inconvenient, unwelcome or inappropriate.
- 4.6. The TPIs must keep records of all written communications with the Customer before and during the course of any relationship and provide copies to npower promptly (and within 7 days in any event), if requested. The TPIs must keep recordings of all telephone conversations with the Customer. The TPIs must retain all such records, notes and recordings for a period of at least 6 years after the Termination of each Contract.

## 5. Compliance

### 5.1. The TPI shall:

- a) comply with all applicable regulatory and legislative obligations and shall not by any act or omission cause npower to be in material breach of any legal or regulatory obligation;
- b) comply and co-operate with all investigations being carried out by npower or any Competent Authority and comply with any of npower's reasonable and lawful requests for co-operation;
- c) use all reasonable skill and care in undertaking its obligations under the Agreement in accordance with Good Industry Practice;
- d) use all reasonable skill and care when describing or introducing a Product to any Customer and making sure the Customer has understood the benefits and risks associated with any Product in detail (and the TPI shall keep contemporaneous evidence of the description, benefits and risks being communicated to the Customer); and
- e) comply with the Innogy Code of Conduct available at [www.innogy.com](http://www.innogy.com) as updated from time to time.

5.2. If the TPI becomes aware of any circumstances which may cause the TPI to breach Paragraph 5.1 it shall immediately inform npower in writing.

## 6. TPI Activities

6.1. TPIs must take appropriate steps to satisfy themselves that they are dealing with the decision maker of the potential customer who is authorised enter into legal agreements and bind the company or partnership.

6.2. TPIs should use all reasonable endeavours to ensure that the information they gather from the Customer is accurate.

6.3. The TPI will obtain from sole traders and non-limited partnerships, their full legal name(s), as entered into the electoral roll, date of birth and address history; or for registered businesses, the details recorded at Companies House, to facilitate the carrying out of relevant credit checks.

## 7. Customer Complaints

7.1. TPIs must have internal processes and procedures for Complaint handling, in relation to the provision of the Services, that are fit for purpose and transparent. The processes and procedures and the TPI must comply with Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008. The TPI must provide a copy of the documents setting out the process to npower, on request.

7.2. npower will be responsible for handling Complaints arising because of Customer contact through the TPI sales and marketing activities where those activities relate to;

- a) TPI Personnel's behaviour, if npower products had been introduced to the Customer; and/or
- b) the supply or intended supply of any npower product or service.

7.3. The TPI will be responsible for handling Complaints related to;

- a) all acts or omissions where npower's products have not been introduced to the Customer;

7.4. TPIs, and TPI Personnel, must notify Npower by email as soon as practicable, but under no circumstances should the TPI delay forwarding any Complaint received for more than 48 hours. For the avoidance of doubt, such emails should include 'Customer Complaint' at the beginning of the email subject line and be sent as an 'Urgent' email.

7.5. The TPI must make all TPI Personnel who deal directly with Customers aware of the Complaint procedure so that they are able to brief Customers about how their Complaint will be dealt with, when the need arises.

7.6. The TPI must retain a full and accurate record of each Complaint and use it for the purposes of managing TPI Personnel performance and competence as well as sharing with npower for improving npower procedures. This must include as a minimum:

- a) The root cause of the customer dissatisfaction; and
- b) A description of how the customer complaint was resolved.

7.7. The TPI must provide copies of any records relating to any complaints to npower within 7 days of a written request.

7.8. The following framework briefly describes the process npower will use for assessing complaints about the TPI and identifying poor TPI Personnel performance and the consequent action to be taken when/if the complaint is found to be proven after investigation.

- a) Category 1 - Gross misconduct refers to Complaints of a magnitude that if substantiated will result in the removal of the TPI Personnel from the npower account and involvement, where appropriate, of the Police. npower will review other sales made by the particular TPI Personnel and consider whether action is required to correct any mis-selling to other customers.
- b) Category 2 - Misconduct, refers to Complaints about the behaviour of TPI Personnel which npower is not prepared to tolerate as it falls outside the norm of what is deemed acceptable. Complaints of this nature will normally result in a formal warning, which if repeated may result in the removal of the TPI Personnel from the npower account.
- c) Category 3 - Competence, refers to Complaints about the general competence and behaviour of TPI Personnel or the consequence of poor procedures, where either coaching or retraining is the most appropriate measure. Complaints of this nature will normally result in a process review.

## 8. Compensation

8.1. In the case of a Complaint being upheld, a compensation payment may be paid by npower to the Customer, at the absolute discretion of npower if it is reasonable to deduce that a TPI has acted fraudulently or has altered or misrepresented any information to either npower or the Customer for any purpose.

8.2. The TPI shall reimburse npower for any compensation payment it makes to a Customer in accordance with Paragraph 8.1.

## 9. Interpretation and Definitions

9.1. Terms used in this Code shall, unless the context otherwise requires, have the meanings given in the Agreement (including the Schedules) or Paragraph 9 of this Code as appropriate. In the case of conflict, terms in this Code shall take precedence.

9.2. The following additional definitions apply in this Code:

**Anti-bribery Laws:** has the meaning given in Paragraph 6.1.1;

**Code:** has the meaning given in Paragraph 1.1;

**Complaint:** means where a Customer informs the TPI or npower that it considers an act or omission by the TPI in connection with this Agreement to be unsatisfactory or unacceptable;

**Good Industry Practice:** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

**TPI Personnel:** means all persons employed directly or indirectly by TPIs to provide the Services.

## 10. Letter of Authority and Data Protection

10.1. Where the TPI takes any action for on behalf of a Customer in relation to the provision of the Services, including where it shares any Personal Data (as defined in the EU General Data Protection Regulation (“GDPR”)) with npower it will do so pursuant to a Letter of Authority (“LOA”) with a clear legal basis to do so and with all appropriate consents in place.

10.2. As a minimum the LOA will include all of the following information:

- a) Company letterhead, consisting of:
  - i. Company name;
  - ii. Company registration number;
  - iii. Company logo;

b) Name of person signing (in clear text);

c) Signature;

d) Position in the company or organisation;

e) Date LOA given;

f) Duration/validity of LOA (with that being a maximum of 12 months from signature); and

g) Clear and explicit permissions granted to the TPI.

10.3. The TPI will send a clear and legible copy of the LOA to npower at the commencement of any dealings in relation to the Customer. Npower is unable to accept LOAs verbally.

10.4. The TPI will ensure that:

a) it will comply with the terms of the Data Protection Terms for TPIs at all times;

b) any Personal Data will only be gathered for the specified, explicit and legitimate purposes detailed in the LOA; and

c) any Personal Data is handled in accordance with the npower Business Solutions Privacy Notice (and it shall inform all Customers of the Privacy Notice).

10.5. The EU General Data Protection Regulation (“GDPR”) requires npower to have a lawful basis for processing Personal Data. The legal basis in which npower will process Personal Data provided via an LOA is through the individual (data subject) signing the LOA, providing clear consent for you as the TPI (data controller) to act on the behalf of the individual, and that npower (data controller and/or data processor) has the appropriate consent to process the personal data provided via your delegated consent authority, for the clear/explicit purposes detailed within the LOA. This will be in addition to the other lawful basis that we may rely upon under GDPR namely that processing is necessary for the performance of a contract to which the data subject is party, or in order to take steps at the request of the data subject prior to entering into a contract. The TPI shall inform npower should the LOA need to be removed from the account for any reasons, by following the steps specified in paragraph 10.8; failure to notify npower

could result in personal and/or sensitive information being shared with parties that are no longer authorised to be recipients of the information.

10.6. The npower Business Solutions Privacy Notice sets out the way in which npower uses Personal Data supplied to it by the TPI or Customer. The npower Business Solutions Privacy Notice is subject to change and the current version is published at npower.com/Privacy-Policy-nBS. The (TPI) shall ensure and confirm that in respect of any Personal Data that it transfers to npower, it is entitled to transfer it and has provided a copy of the npower Business Solutions Privacy Notice to the subject of the Personal Data.

10.7. The TPI shall indemnify npower in full for any fines, damages, costs, losses or penalties that npower suffers as a result of a breach by the TPI of its GDPR and contractual obligations arising from this Code, including where any such loss results from a claim against npower by or enforcement action relating to a third party.

10.8. Consent provided via an LOA is valid for 12 months, but can be revoked at any time. Any requests to remove the validity of an LOA should be made by email to nBS@npower.com

10.9. Npower may store LOAs for six years beyond their validity in order to support any queries from the TPI or Customer, any claims that the TPI may make (even after the contract has ended) , as well as retaining the data in accordance with legal and regulatory obligations that npower is subject to.

10.10. If any of the required information specified in paragraph 10.2 above is missing or incorrect npower will take reasonable steps to verify the information. This may include requesting that the TPI provides evidence of the Customer submitting the LOA, making contact with the data subject to verify information or requesting a replacement LOA be provided

