

TPI Code of Practice

Schedule 1

October 2024

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1. Introduction

- 1.1. This Code of Practice (Code) sets out a clear framework which Third Party Intermediaries (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 Business Solutions (nBS) and the updated version will be available on npowerbusinesssolutions.com/consultant.

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, nBS, 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:
 - i. is complete, accurate and not misleading (in terms of the information provided or omitted);
 - ii. is communicated in plain, intelligible language;
 - iii. relates to products or services which are appropriate to the Customer to whom it is directed; and
 - iv. 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 nBS and must not prevent the customer from contacting nBS 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 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 nBS 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. Before the TPI begins the provision of the Services it must disclose to each Customer that it is providing the Services to nBS and that such Services attract a TPI Fee (if applicable) payable by nBS which shall be confirmed in the nBS quote document. The TPI shall, before the Customer enters into a contract, disclose the details of the TPI Fee and the basis upon which the TPI Fee is payable, as set out in the nBS quote document, and for Microbusiness Customers, in addition, as part of the principal terms, (both of which shall be sent to the TPI for the relevant Customer) as follows:
 - a) for non-Microbusiness Customers TPIs must show the TPI Fee as an uplift on the standing charge and/or unit rate (for example, "£0.01 per unit") for the duration of the contract;
 - b) for Microbusiness Customers, TPIs must show the TPI Fee as an uplift on the standing charge and/or unit rate (for example, "£0.01 per unit") AND the expected amount (in pounds sterling and pence) of the TPI Fee for the duration of the contract (for example, "£100.01")
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. The TPIs must keep records of all written communications with the Customer before and during the course of any relationship and provide copies to nBS 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 from the end of each Contract.
- 4.8. TPIs must respond in a timely manner to any queries from Customers regarding the TPI Fee including disclosure of the TPI Fee to the Customer as they request it from time to time.

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 nBS to be in material breach of any legal or regulatory obligation;
 - b) comply and co-operate with all investigations being carried out by nBS or any Competent Authority and comply with any of nBS 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 comply with the E.ON Code of Conduct available at eon.com/en/about-us/corporate-governance/code-of-conduct.html;
- 5.2. If the TPI becomes aware of any circumstances which may cause the TPI to breach Paragraph 5.1 it shall immediately inform nBS 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 to 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, including accurate energy consumption data.
- 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.
- 6.4. The TPI shall ensure that the Customer is aware of the energy consumption figures it is using to tender for energy supply prices and details of any sub-broker involved in the introduction.

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 nBS, on request.
- 7.2. nBS 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 nBS products had been introduced to the Customer; and/or
 - b) the supply or intended supply of any nBS product or service.
- 7.3. The TPI will be responsible for handling Complaints related to:
 - a) all acts or omissions where nBS's products have not been introduced to the Customer;

- 7.4. TPIs, and TPI Personnel, must notify nBS 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 and be able to register complaints by phone, by post, email and electronic format.
- 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 nBS for improving nBS procedures. This must include as a minimum:
- The root cause of the customer dissatisfaction; and
 - A description of how the customer complaint was resolved.
- 7.7. The TPI must provide copies of any records relating to any complaints to nBS within 7 days of a written request.
- 7.8. The following framework briefly describes the process nBS 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.
- Category 1 – Gross misconduct refers to Complaints of a magnitude that if substantiated will result in the removal of the TPI Personnel from the nBS account and involvement, where appropriate, of the Police. nBS will review other sales made by the particular TPI Personnel and consider whether action is required to correct any mis-selling to other customers.
 - Category 2 – Misconduct, refers to Complaints about the behaviour of TPI Personnel which nBS are 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 nBS account.
 - 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. Continued complaints of this nature may lead to the requirement for additional deal validation prior to lock in of a contract.
- 7.9. The TPI must be a registered member of the Ombudsman Energy Qualifying Dispute Settlement Scheme at all times if they work with Microbusiness Customers.

8. Compensation

- 8.1. In the case of a Complaint being upheld, a compensation payment may be paid by nBS to the Customer, at the absolute discretion of nBS if it is reasonable to deduce that a TPI has acted fraudulently or has altered or misrepresented any information to either nBS or the Customer for any purpose.
- 8.2. The TPI shall reimburse nBS 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:
- Code:** has the meaning given in Paragraph 1.1;
- Complaint:** means where a Customer informs the TPI or nBS that it considers an act or omission by the TPI in connection with this Agreement to be unsatisfactory or unacceptable;
- 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 nBS 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:
- Letterhead (consisting of):
 - Company name (this must be an exact match to the potential contract)
 - Company Registration Number (This does not apply to non-limited companies) for every company detailed on the LOA
 - Company Logo – not required if the TPI has signed the nBS TPI Framework Agreement
 - Name of person signing the LOA (in clear text)
 - Signature
 - Position in company / job title
 - a statement that the Customer understands that a TPI Fee may be payable and how that TPI Fee may be payable
- 10.3. The TPI will send a clear and legible copy of the LOA to nBS at the commencement of any dealings in relation to the Customer. nBS is unable to accept LOAs verbally.
- 10.4. The LOA may provide for a specific validity period but in any event shall be valid for a duration of no longer than 2 years from the date of the LOA. The only exception to this 2-year maximum duration is where a Customer enters a Supply Contract, in which case the LOA shall be valid until the end of the Supply Contract for within contract management only. Any tender requests relating to periods beyond the initial contract term will require a new LOA reflective of the additional period(s) and extension of permissions granted.
- 10.5. The LOA should clearly state what permissions are granted. Inclusive, but not limited to: Quoting and pricing for a contract; enter into a contract, historic data/billing information, complaints management etc. The LOA will be logged in accordance with the stated permissions

- 10.6. Consent provided via an LOA can be revoked at any time. Any requests to remove the validity of an LOA should be made by email to nBS@npower.com.
- 10.7. The TPI will ensure that:
- it will comply with the terms of the Data Protection Schedule for TPIs at all times;
 - any Personal Data will only be gathered for the specified, explicit and legitimate purposes detailed in the LOA; and
 - any Personal Data is handled in accordance with the nBS Business Solutions Privacy Notice (and it shall inform all Customers of the Privacy Notice).
- 10.8. The EU General Data Protection Regulation ("GDPR") requires nBS to have a lawful basis for processing Personal Data. The legal basis in which nBS 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 nBS (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 nBS 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 nBS could result in personal and/or sensitive information being shared with parties that are no longer authorised to be recipients of the information.
- 10.9. The nBS Privacy Notice sets out the way in which nBS uses Personal Data supplied to it by the TPI or Customer. The nBS Privacy Notice is subject to change and the current version is published at npowerbusinesssolutions.com/information/privacy-policy. The (TPI) shall ensure and confirm that in respect of any Personal Data that it transfers to nBS, it is entitled to transfer it and has provided a copy of the nBS Privacy Notice to the subject of the Personal Data.
- 10.10. The TPI shall indemnify nBS in full for any fines, damages, costs, losses or penalties that nBS 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 nBS by or enforcement action relating to a third party.
- 10.11. nBS 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 nBS is subject to.
- 10.12. If any of the required information specified in paragraph 10.2 above is missing or incorrect nBS 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.

