



**HOUSEHOLD OR MICROBUSINESS ENERGY
FLEXIBILITY CODE OF CONDUCT**



HOMEflex Code of Conduct – Version 1.0

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In partnership with Scottish and Southern Electricity Networks, funded by the Network Innovation Allowance, with research support conducted by the Centre for Sustainable Energy. Osborne Clarke undertook a legal review.

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Introduction

What is the HOMEflex Code of Conduct?

In partnership with Scottish and Southern Electricity Networks (SSEN) and funded by the Network Innovation Allowance, the HOMEflex project, standing for Household Of Microbusiness Energy Flexibility, was launched by Flex Assure. HOMEflex aims to develop transparency, inclusivity and respect between Flexibility Service Providers and Customers. The Code sets out common standards of practice for organisations delivering Energy Flexibility Services to domestic and microbusiness Customers, encouraging good practice and accountability.

What is Energy Flexibility, and why is it important?

Energy Flexibility is changing the amount of electricity used in response to an external signal, leading to multiple benefits. An example of Energy Flexibility for domestic customers is changing the charging pattern of an Electric Vehicle or heating system. For microbusinesses, it may involve periodically adjusting the temperature of fridge/freezer banks. Maximising the monetary or non-monetary benefits of performing Energy Flexibility will involve Customers forming a relationship with a Flexibility Service Provider who specialises in this field.

As the UK transitions to an energy system not reliant on fossil fuels and carbon-intensive electricity generation, changes are needed to create a more responsive, flexible, smart energy system. Energy Flexibility will ensure the UK makes the best use of the clean, renewable energy generation it builds and saves money by avoiding over-build of generation and network. Energy Flexibility Services aims to reflect this value and offers opportunities for domestic and microbusiness Customers to earn revenue while helping the transition to net zero in a cost-effective way that ensures the security of supply.

Why do we need a Code of Conduct?

With the significant growth of Energy Flexibility Services, it is vital that Customers feel confident about the service they will receive and trust Flexibility Services Providers to communicate and conduct relationships professionally.

While Flex Assure has already developed a Code of Conduct for Industrial and Commercial Customers of Flexibility Service Providers, a Code addressing the specific needs and concerns of domestic and microbusiness Customers was also needed. The Code aims to facilitate a positive customer experience and encourage greater participation in Energy Flexibility Services. By bolstering Customer confidence in companies who adhere to the Code and informing Customers of the form that best practice should take, it is hoped that Customers will become increasingly familiar with Energy Flexibility and Flexibility Service Providers. On the latter, it is important to note that Flexibility Service Providers are not necessarily energy suppliers and may be a company independent of a Customer's energy supplier.

The HOMEflex Code of Conduct is an open-source document for anyone to refer to.

How is the Code structured?

The Code addresses issues of particular relevance to the relationship between a Flexibility Service Provider and domestic or microbusiness Customer. The Code does not aim to replicate or conflict with any existing Law, regulation or voluntary standards which are referenced throughout the Code; with a non-exhaustive list available on the [Flex Assure website](#), the Code addresses five main areas, aiming to deliver the following outcomes:

Sales and Marketing

A relationship between Flexibility Service Providers and Customers must be initiated honestly and professionally. Accordingly, sales materials must be accurate, and sales representatives must behave with honesty and integrity.

Customer Contracts

A Flexibility Service Provider must present the Customer with a Contract that unambiguously states the benefits, expectations, risks, liabilities, and obligations associated with the service being provided.

Technical Due Diligence, Data, Cyber Security, and Installation

A Flexibility Service Provider must adhere to best practices to protect electronic data and ensure that any installation of physical Assets is conducted professionally regarding the health, safety, and integrity of the Customer's person and property.

Ethical and Fair Conduct

A Flexibility Service Provider must ensure that, as far as is practicable, their products and or services are inclusive and that specific regard is taken for Customers in Vulnerable Circumstances.

Complaints and Dispute Mechanism

A Flexibility Service Provider must inform the Customer of the process for registering and responding to Complaints and have a Dispute process for instances when Complaints cannot be resolved in a mutually satisfactory way.

Chapter 1: Interpretation

For the purpose of this Code, the following terms will be interpreted accordingly.

Arbitration	A means of binding dispute resolution that is an alternative to court action.
Assets	Devices, technologies, and appliances, including energy smart appliances, which can adjust the immediate or future flow of electricity into or out of itself or another appliance in response to a Load Control Signal or an intervention from the Customer and includes any software or other systems which enable or facilitate the adjustment to be made in response to the signal.
Benefit	Any benefit including, but not limited to: a) direct benefits, such as monetary reward or Benefit-in-Kind; and b) indirect benefits, such as a contribution to carbon emissions reduction.
Benefit-in-Kind	A non-monetary benefit or reward including, but not limited to: a) exclusive access to, or discounts on, any goods or services; b) memberships or subscriptions; c) insurance and other financial products; and d) share options.
Code or HOMEflex Code of Conduct	This Code or a later version of it shall be published on the Flex Assure website.
Complaint	Any expression of dissatisfaction made to an organisation related to any one or more of its products and/or services or the manner in which it has dealt with any such expression of dissatisfaction, where a response is either provided by or on behalf of that organisation at the point at which contact is made or a response is explicitly or implicitly required or expected to be provided thereafter.
Complaints Process/ Handling Procedure	The procedure that is available to a Customer if it has a Complaint about any action a Service Provider takes.
Contract	The contract for the provision of Energy Flexibility Services entered into between a Customer and a Service Provider.
Customer	A person or entity within the remit of this Code to whom a Service Provider provides, or potentially will provide Energy Flexibility Services. Within this Code, the Customer will either be referring to a: a) Domestic Customer: a Customer supplied with electricity at a domestic premises, or; b) Micro-business Customer: a business that – i) employs fewer than ten employees (or their full-time equivalent) and has an annual turnover or balance sheet no greater than €2 million; ii) or uses no more than 100,000 kWh of electricity per year; iii) or uses no more than 293,000 kWh of gas per year.
Customer in Vulnerable Circumstances	When a Customer's personal circumstances and characteristics combine with aspects of the market to create situations where they are significantly less able than typical Customers to protect or

	represent their own interests or are significantly more likely to suffer detriment or that detriment is likely to be more significant.
Distribution Systems Operator	An entity licensed to plan and operate an electricity distribution network.
Dispute	Has the meaning given to it in clause 6.4.1.
Energy Flexibility Services	The coordination, aggregation, or optimisation of assets in response to a Load Control signal or an intervention from a Customer
Face-to-Face Marketing Activity	Any activities of the Service Provider or any Representative that: <ul style="list-style-type: none"> a) take place with the simultaneous physical presence of the Service Provider or any Representative and a Customer, and b) are directed at or incidental to identifying and communicating with Customers for the purpose of promoting the Energy Flexibility Services to them and includes entering such contracts with such Customers.
Insolvent	In respect of a Service Provider, where it becomes bankrupt, goes into liquidation, or has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee, or liquidator for the benefit of its creditors, or if any act is done or event occurs which has a similar effect to any of these acts or events.
Interoperability	The ability of an Asset or system owned by the Customer to operate in conjunction with other products and systems
Law	Any applicable statute or proclamation or any delegated or subordinate legislation; any applicable guidance, direction or determination with which the Service Provider and/or Customer is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to them; and any applicable judgement of a relevant court of law which is binding in England, Wales, Scotland or Northern Ireland.
Load Control	The sending of a Load Control Signal to an Asset by the Load Controller.
Load Controller	The entity who carries out Load Control, including but not limited to the Service Provider.
Load Control Signal	A digital communication sent via a relevant electronic communications network to an Asset for the purpose of causing or otherwise facilitating an adjustment to the flow of electricity into or out of that Asset, made in response to either: <ul style="list-style-type: none"> a) the sending of the signal, or b) the sending of the signal and one or more additional factors.
Mediation	A means of dispute resolution involving appointing an independent and impartial third party to help the parties come to a mutually agreeable solution.
Override	In relation to an Asset, any: <ul style="list-style-type: none"> a) modification of a planned flexibility action or current flexibility action; or b) rejection of a requested action; or c) cancellation of all actions for a specific interval or indefinitely.
Premises	A building or a part of a building (including any equipment, systems or facilities used by the building or the part), or any equipment, systems or facilities used by a building or a part of a building.

Representative	Any delegate, agent, manager, administrator, nominee, attorney, trustee, or custodian.
Resolved Complaint	A Complaint in respect of which there remains no outstanding action to be taken by the Service Provider and which has been resolved to the satisfaction of the relevant Customer or on whose behalf that Complaint was made.
Switch or Switching	The process involved when a Customer elects to change its Service Provider.
Service Provider	Any actor or any representatives of that actor providing Energy Flexibility Services to one or more Customer(s).
Telesales Activity	Any activities of the Service Provider or any Representative that are: <ul style="list-style-type: none"> a) conducted by telephone; and b) directed at or incidental to identifying and communicating with Customers for the purpose of promoting the Energy Flexibility Services to them and includes entering such contracts with such Customers.
Unsolicited Contact	Any communication that the Customer did not specifically request.
Website	means the Flex Assure website: www.flexassure.org or such updated reference as notified from time to time.
Working days	Any day other than a Saturday, a Sunday, Christmas Day, Good Friday, or a day which is a UK bank holiday.

Chapter 2: Sales and Marketing

2.1 Advertising and Sales Promotion

- 2.1.1 The Service Provider must ensure that their advertising does not infringe existing Laws and regulations including, but not exclusive to, that listed on the [Flex Assure Website](#).
- 2.1.2 The Service Provider must ensure that any claims made in advertisements and sales promotions by the Service Provider must be legal, honest, and not misleading.
- 2.1.3 The Service Provider must ensure the Customer can easily access supporting information relating to the claims made in advertisements and sales promotions about revenue, financial payback, or energy savings from participation in Energy Flexibility Services.

2.2 Informed Choices

- 2.2.1 The Service Provider must ensure that:
 - a) the Energy Flexibility Services within its offering are easily distinguishable from each other;
 - b) the mechanisms underpinning an Energy Flexibility Service are clear; and
 - c) it is made clear if participation in a given Energy Flexibility Service could conflict with participation in other Energy Flexibility Services.
- 2.2.2 The Service Provider must ensure that it puts in place information, services and/or tools to enable each Customer to easily understand and select the appropriate service from those offered by the Service Provider.

2.3 Sales behaviour

- 2.3.1 When selling or marketing to Customers, the Service Provider must not (and must ensure that its Representatives do not) mislead or otherwise use inappropriate tactics, including:
 - a) high-pressure sales techniques;
 - b) dishonest or misrepresentative estimations as to potential savings or rewards and must indicate where further information can be accessed on how estimations are calculated.
- 2.3.2 Where the Service Provider, or any third parties contracted by it, make Unsolicited Contact with Customers in relation to the sales and marketing of Energy Flexibility Services, these must comply with existing Law and regulations including, but not exclusive to, what is listed on the [Flex Assure Website](#).

- 2.3.3 The Service Provider must ensure that all customer-facing employees and Representatives acting on their behalf are given training to ensure that any contact with Customers complies with the Code and the Law. The Service Providers should establish and periodically (and in any event not less than every three years) run an internal compliance-training program (which may be delivered through assigned learning) for customer-facing employees (including, but not limited to sales Representatives), pursuant to which such employees are educated on the Law, regulations and Rules of this Code that apply to their day-to-day job responsibilities.
- 2.3.4 Pursuant to article 2.3.3, the Service Provider should maintain a written record showing:
- a) sample materials of the compliance training program delivered; and
 - b) which employees have completed the training program (including the date of such training) and their respective pass marks.
- 2.3.5 A copy of this Code of Conduct (as updated from time to time) should be provided or made available to employees and sales Representatives acting on behalf of a Service Provider.
- 2.3.6 The Service Provider is responsible for the behaviour of anyone visiting a Customer's Premises on their behalf.

2.4 Competition

- 2.4.1 The Service Provider must not operate in an anti-competitive manner and must comply with Law and regulations pertaining to competition and market behaviour, including, but not exclusive to that listed on the [Flex Assure Website](#).

2.5 Record keeping

- 2.5.1 Where a Customer, to whom the Services Provider or any Representative has provided information in the course of Face-to-Face Marketing Activities or Telesales Activities, enters into a Contract with the Service Provider, the Service Provider must maintain a record of the information which it provided to that Customer concerning that Contract for a period of six years.

Chapter 3: Customer Contracts

3.1 Entering into a Customer Contract

- 3.1.1 Before the Customer enters into the Contract, the Service Provider must, in writing:
- a) bring the Code to the attention of the Customer and direct them to where they can access it;
 - b) inform the Customer that they are entering into a legally binding Contract;
 - c) inform the Customer that the Service Provider is the Customer's single point of contact for all matters relating to the Contract;

- d) inform the Customer that any and all legal obligations and relations the Service Provider may have with third parties beyond the Customer are the sole responsibility of the Service Provider and the Customer will never be obliged to correspond with such third parties unless explicitly stated in the Contract;
- e) summarise, in a clear and concise manner, all key benefits and risks included in the Contract for the Customer in a separate document; and
- f) provide a point of contact for any questions and/or clarifications needed on the information provided in (a)-(e) above.

3.2 Terms of Contract

3.2.1 All terms of the Contract must be communicated in writing to the Customer in a clear and concise manner using unambiguous terms. Where a term may have a different meaning within the industry than for non-experts, this should be explained in plain language to the Customer.

3.2.2 The Contract must state and explain:

- a) the governing law applicable to it;
- b) the courts that have jurisdiction over it;
- c) any regulatory body which has oversight over the Service Provider; and
- d) contact information for at least two relevant Customer protection organisations.

3.2.3 The terms of the Contract must be in writing and in plain language and include:

- a) the length of time for which the Contract is legally binding and any renewal processes or requirements;
- b) the terms and conditions for entering the Contract, including but not limited to:
 - i) any and all new physical equipment, assets, or software, that will need to be installed, and/or granted access to, on the Customer's Premises and the impacts this may have on the fabric of the Premises or other physical equipment, Assets, or software already present on the Premises;
 - ii) any behaviours or performance expected from the Customer to successfully fulfil the Contract, either as an individual occurrence or on an ongoing basis, and the processes and procedures for occasions when the Customer chooses not to perform or partake in outlined behaviours;
 - iii) any Benefits the Customer can reasonably expect to result from the Contract;
 - iv) any circumstances in which the Customer may reasonably expect not to receive these Benefits;

- v) any penalties or other adverse consequences for non-performance by the Customer, including but not limited to, early cancellation of the Contract and, repossession of installed physical equipment, Assets, or software;
 - vi) the processes by which Benefits are calculated and how these calculations cohere to the expected performance and/or behaviours of the Customer;
 - vii) the process, including means of communication and timelines, by which Benefits are passed onto the Customer;
 - viii) any relevant Law and/or regulatory provisions governing the use of Customer data; and
 - ix) the means by which Customers will be kept informed of legislative, regulatory, and/or market changes that may impact their contractual rights,
- c) an annexed quotation that meets the following requirements:
- i) an itemised list of all reasonably foreseeable survey, design, installation of Assets and any other services, including any relevant costs or impacts on the Customer's use of their Premises;
 - ii) additional metering and monitoring services the Customer may be expected to pay for;
 - iii) any items and services not included in the quotation, which the Customer will need to provide to complete the work, including permissions and approvals;
 - iv) a clear timetable for installing any Assets and carrying out any work at the Customer's Premises; and
 - v) a note regarding the requirements as listed in limbs (i)-(iv) above that cannot be met and an accompanying explanation as to why.
- d) the Service Provider's and Customer's risks, obligations, liabilities and guarantees, including, but not limited to:
- i) provisions regarding liability during the installation, operation, and removal of any Assets, and who is liable for such Assets when the Contract ends; and
 - ii) the Customer's cancellation rights, process for cancellation, liability for any Assets installed in conjunction with the Contract following cancellation, associated cancellation fees or compensation, and both the Service Provider's and the Customer's required notice period for cancellation.

3.3 Record keeping

3.3.1 Service providers must keep a record of the Contract for a minimum of six years from the later of: (1) the date that a copy of the draft Contract was sent to the Customer; or (2) where a Contract has been entered into, six years after the end of the term of the Contract, including:

- a) a hard and/or digital copy of all proposed drafts of the Contract that had been shared with the Customer and the final signed Contract; and
- b) evidence that the Customer has been informed, either through the Contract summary, Contract contents, or by any other means, of the relevant Complaints Process; and
- c) evidence that the Customer has been informed, either through the Contract summary, Contract contents, or by any other means, of the relevant Dispute's process.

Chapter 4: Technical Due Diligence, Data, Cybersecurity, and Installation

4.1 Data protection

4.1.1 The Service Provider must comply with data protection Law and regulations including, but not exclusive to, those Laws and regulations listed on the Flex Assure Website regarding the collection, processing, storage, and disposal of Customer data. In doing this, the Service Provider must provide:

- a) A concise, unambiguous explanation, of how Customer data will be used and how it will be protected; and
- b) clear information about the process in the event of a system failure that leads to a Customer data protection breach and how this would be mitigated and rectified by the Service Provider.

4.2 Cybersecurity

4.2.1 The Service Provider must take appropriate and proportionate technical and organisational measures to manage cyber risks to their systems to ensure the security of their cyber systems and provide a proper response in the event of a system failure.

4.2.2 The Service Provider must have a valid cybersecurity accreditation including, but not limited to, those listed on [the Flex Assure Website](#).

4.2.3 The Service Provider must comply with domestic flexibility related Law and regulations including, but not exclusive to those listed on the [Flex Assure Website](#).

4.3 Technical due diligence and Installation

4.3.1 Where the Service Provider or any of its employees, agents, contractors or sub-contractors installs any Assets on the Customer's Premises, the Service Provider must or must procure that;

- a) prior to installation, ensure that Assets meet both the Customer's reasonable expectations and the requirements of the contractual agreement;
- b) where appropriate, conduct a pre-sales inspection to ensure the Asset installed is suitable for the Customer's Premises and the functionality of any other Assets on the Customer's Premises;
- c) ensure the Asset has been fully explained and understood by the Customer before and after installation, taking into consideration the Customer's technical competence and personal requirements when both selecting and explaining what will be used or installed;
- d) if checks indicate that more work will be required or what can be installed differs from the quotation, immediately stop the installation, and communicate this to the Customer clearly;
- e) prior to installation, inquire whether the Customer will need a family member or friend to be present and accommodate such a request;
- f) ensure that any Assets owned by the Customer are compliant with any Law and regulation in force at the time of installation in relation to Asset and Energy Flexibility Service Interoperability in the event that the Customer wishes to Switch Service Providers or integrate other brands or types of assets on their Premises in the future;
- g) following installation, demonstrate what a fault on the system would look like and what to do in the event of a fault;
- h) inform the Customer who the single point of contact is in the event of a fault to ensure access to rapid resolution;
- i) ensure that, in cases of issues that may be appropriately addressed by the Customer without intervention needed by the Service Provider, the Customer has access to an instruction manual in a format appropriate for their specific needs;
- j) inform the Customer of any maintenance or inspection that must be considered and undertaken by the Customer or the Service Provider and ensure that the components of the Assets installed remain accessible for future maintenance;
- k) inform the Customer of any control they have over the Assets installed and any external control the Service Provider has over the Assets;
- l) ensure the Asset has been installed in line with safety and protection regulations including but not exclusive to those listed on [the Flex Assure Website](#) and display safety and hazard notices if appropriate;

- m) inform the Customer of any permission, approvals, or organisations that need to be made aware of Asset installation and agree on who is responsible for obtaining the approval of these, such as the Distribution System Operator, and provide contact details upon request from the Customer;
- n) ensure that the installation is carried out following any conditions of the approvals referred to in 4.3.1(m) during on-site work, and inform any third parties operating on their behalf of the conditions;
- o) ensure that, following the installation, there are no additions to the final invoice in comparison with the quotation, unless they have been agreed beforehand in a written variation of the Contract, including any impact on the cost and the completion date, signed by the Customer.

4.4 Health, safety & environment

- 4.4.1 The Service Provider must be committed to creating an environment that is safe and secure for its employees, Customers, and third parties and comply with Laws and regulations including, but not limited to those listed on [the Flex Assure Website](#).
- 4.4.2 The Service Provider should work in a way that minimises harm to the environment or to the communities in which they work.

4.5 Home Visits

- 4.5.1 Any staff or third parties conducting installation and entering a Customer's Premises on behalf of the Service Provider must:
 - a) have valid professional qualifications including, but not exclusive to, those listed on [the Flex Assure Website](#);
 - b) follow health and safety procedures laid out by the company they are representing;
 - c) have received health, safety and executive training for communications and technicalities, including training specific to avoiding harassment and deceit;
 - d) keep a record of all home visits in compliance with the requirements set in clause 3.3.1;
 - e) use their best efforts to arrive on time and as scheduled, and notify the Customer should any unforeseen circumstances arise;
 - f) show relevant identification on request;
 - g) be polite and professional at all times;
 - h) wear appropriate clothing for the visit (in consideration of the purpose of such visit);

- i) provide reasonable notice to the Customer of any planned visit, except in the event of an emergency.

4.5.2 The Service Provider must be responsible for any non-compliance with the Code by any staff or third parties working on behalf of the Service Provider.

4.6 Insurance

4.6.1 The Service Provider and any third parties working on behalf of the Service provider must;

- a) be covered by suitable insurance to cover liabilities to Customers which may arise under the Customers Contract; and
- b) prior to the signing of a Contract, explain in writing to the Customer how any installation on their Premises will affect their insurance policy or how they can go about checking this.

4.6.2 The Service Provider must hold the following insurance policies per incident:

- a) Public liability insurance with a minimum coverage of £5,000,000; and
- b) Professional indemnity insurance with a for a minimum coverage of £250,000.

Chapter 5: Ethics and Fair Conduct

5.1 Ethical and Fair Conduct

5.1.1 The Service Provider must comply with all Law, regulations, and standards relating to equality and accessibility including, but not exclusive to, those listed on the on [the Flex Assure Website](#).

5.2 Prior to entering a Contract

5.2.1 The Service provider must not enter into a Contract with a Customer whose circumstances are unsuited to the contracted offering.

5.2.2 Prior to entering a Contract with a Customer, the Service Provider must assess if that Customer would be in its reasonable opinion unable to fulfil the terms and obligations set out in the Contract. In doing this, the Service Provider must inquire whether:

- a) the Customer's Premises will allow the Customer to participate to their maximum potential and efficiency;
- b) the Premises is suitable for the installation of Assets required to participate in the Energy Flexibility Service set out in the Contract;
- c) the internet or other communications network signal is sufficiently reliable across the Premises at the time of Contract;
- d) subject to clause 5.2.4 the Customer's health and/or personal circumstances, or technical literacy will impede their ability to fulfil the Contract.

- 5.2.3 If the Service Provider does not reasonably consider the Customer able to participate in or benefit from the Energy Flexibility Service, they must:
- a) communicate the reasons for this decision to the Customer in plain language in a reasonable timeframe; and
 - b) take reasonable steps, within their particular capacity:
 - i) to offer alternative Energy Flexibility Services; and
 - ii) to offer guidance on what changes would need to be made in order for the Customer to participate in the Energy Flexibility Service.
- 5.2.4 The Service Provider must not exclude Customers based on discriminatory, unreasonable, arbitrary, or unfair grounds.

5.3 Inclusive Service Design and Performance

- 5.3.1 The Service Provider must take reasonable steps, within their particular capacity, to design flexibility products and/or Energy Flexibility Services that are as inclusive as possible. In particular, the Service Provider must have regard to the needs and limitations of Customers in Vulnerable Circumstances.
- 5.3.2 The Service Provider must ensure that staff who may reasonably be expected to come into direct contact with Customers are sufficiently trained to identify Customers in Vulnerable Circumstances and what the appropriate steps are to take in such an event.
- 5.3.3 The Service Provider must take all reasonable steps, within their particular capacity, to ensure that information is capable of being provided in accessible formats, for a wide range of potential Customers. This may include, but is not limited to:
- a) websites with options for language translation and different text sizing.
 - b) the option to have information provided in hard copy; and/or
 - c) the option to have the information relayed in an audio and/or video format.
- 5.3.4 The Service Provider must take reasonable steps, within their particular capacity, to ensure Customers are not incentivised to engage in behaviours that are detrimental to their health and well-being in order to maximise financial rewards.

5.4 Financial Risk

- 5.4.1 In circumstances where physical Assets are placed or installed on or in a Customer's Premises, but said physical Assets are not owned outright by the Customer, the Customer should not be liable for any unintentional damage or fair wear and tear to the Assets.
- 5.4.2 The Service Provider must communicate to the Customer in writing in plain language who to contact in the case of damage, theft, or breakage of the Asset.

5.4.3 Any financial risk and liability posed to the Customer must be limited where possible and must be communicated to the Customer by the Service Provider in plain language.

5.5 End of participation in Energy Flexibility Service

5.5.1 The Contract should clearly provide the steps that must be taken by the Customer if the Customer is no longer able to participate in the Energy Flexibility Service being provided by the Service Provider.

5.5.2 If the Customer is no longer able to participate in the Energy Flexibility Service being provided by the Service Provider and this requires the reclamation of Assets, this must be conducted professionally, at a time convenient for the Customer and ensure that any other Assets in the Customer's Premises unrelated to that owned by the Service provider still function adequately.

5.6 Override

5.6.1 In situations where the Service Provider acts as a Load Controller to the Customer's Assets, the Customer must have the absolute right to Override any automatic Load Control being undertaken by the Service Provider.

5.6.2 The Service Provider must make the Customer aware of:

- a) the process for overriding at either:
 - i) the point of installation; and/or
 - ii) prior to signing the Contract;
- b) any technical risks posed by overriding the Assets; and
- c) any financial or contractual risks posed by overriding the Assets, including foregoing financial reward or any contractual clause that allows for termination based on continuous Override resulting in consistent lack of performance.

5.6.3 The Service Provider must not impose any un-reasonable or disproportionate losses to revenue based on Customer Override.

5.7 Service Switching

5.7.1 The Service Provider must make the Customer aware of the Assets and/ or loads within the remit of the Contract.

5.7.2 The Service Provider must make the Customer aware of the options for and implications of signing any or all of the Assets and/ or loads up to an Energy Flexibility Service with another Service Provider.

Chapter 6: Complaints and Dispute Handling Procedure

6.1 Complaints Procedure

- 6.1.1 The Service Provider must have a procedure for receiving and processing Customer Complaints in a reasonable and timely fashion, including a procedure for resolving urgent Complaints as set out in 6.2.1.
- 6.1.2 The Service Provider must inform the Customer in writing about their Complaints Handling Procedure prior to entry of the Contract and either:
- a) provide details on where to access a copy; or
 - b) provide the Customer with a hard or digital copy of the Complaints Handling Procedure.
- 6.1.3 The Service Provider must ensure that as a minimum, the following information is available in the Complaints Handling Procedure:
- a) how to contact the Service Provider with a Complaint and how to raise a Complaint;
 - b) the information required from the Customer to register and process a Complaint;
 - c) the steps a Service Provider will take to resolve a Complaint, including;
 - i) that the Service Provider will acknowledge receipt of the Complaint within five Working Days of the Complaint being filed;
 - ii) the Service Provider will issue a proposed resolution to the Customer within a reasonable timeframe of the Complaint being filed, having regard to the nature of the Complaint;
 - d) the steps a Customer can take if they are dissatisfied with the proposed resolution of the Complaint; and
 - e) the circumstances in which a Complaint will be considered to be an urgent Complaint.

6.2 Urgent Complaints

- 6.2.1 A Complaint would be considered an urgent Complaint if any of the following applies:
- a) there is a reasonable risk of harm to the health or well-being of the Customer or any other person;
 - b) there is a reasonable risk of harm to physical property, including the Asset, other physical property or the fabric of the Premises; or
 - c) the supply of electricity is interrupted or ceased, including where this negatively impacts the Customer's ability to carry out their regular activities.

6.3 Resolving a Complaint

- 6.3.1 The Service Provider must co-operate fully with the Customer throughout the Complaints Process.
- 6.3.2 The Service Provider must, within a reasonable timeframe of the Complaint being filed, having regard to the nature of the Complaint, take all reasonable steps to:
- a) acknowledge the Complaint;
 - b) investigate the Complaint;
 - c) if needed, inspect the Customer's Assets within seven Working Days of being notified, unless it is an Urgent Complaint, in which case inspection of Assets should be done within 24 hours;
 - d) conclude the investigation;
 - e) provide the Customer with a written summary of the action that has been taken in response to the Complaint; and
 - f) propose a resolution to the Complaint.

6.4 Dispute Resolution

- 6.4.1 For instances when Complaints cannot be resolved between the Service Provider and Customer (a "Dispute"), the Service Provider must have a contractual agreement with an independent Arbitration or Mediation body approved in accordance with alternative dispute regulations.
- 6.4.2 If the Customer does not agree with the actions taken or resolution proposed under clause 6.3.2 by the Service Provider, the Service Provider must provide details in writing of the next steps to resolve the Dispute by reference to the provisions set out in the Contract, including but not limited to;
- a) the need to contact an independently certified Mediation or Arbitration body with which the Service Provider has a contractual agreement, in order to resolve any Complaints that were unable to be resolved by the Service Provider; and
 - b) how to contact the appropriate independently certified Mediation or Arbitration body.
- 6.4.3 A Customer is not required to participate in independent Mediation or Arbitration unless mutually agreed and may choose to deal with the Dispute in other ways, including by taking legal action.
- 6.4.4 If the Customer and Service Provider mutually agree to refer the Dispute through independent Mediation or Arbitration;
- a) the Customer shall have no liability for the costs of any mediator appointed; and
 - b) the Service Provider must co-operate fully with the process by reference to the rules and/or agreement governing it

6.5 Customer Representative

- 6.5.1 A Customer may nominate a representative to deal with their Complaint by notifying the Service Provider in writing of their chosen representative's name and contact details.
- 6.5.2 Service Providers shall deal with the representative as if they are the Customer. All communications usually addressed to the Customer relating to the Complaint will be addressed to the representative directly using the contact details they provided, ensuring the Customer received a copy of all correspondence.

6.6. Insolvency

- 6.6.1 Service Providers must provide Customers with clear written instructions at the time of entry of the Contract or before on what to do in the event of the organisation of which they hold a contractual agreement becomes Insolvent.

6.7 Record Keeping

- 6.7.1 For a minimum of six years after the Complaint was raised, the Service Provider must keep a written record of the following information:
 - a) the date the Complaint was made;
 - b) the means of communication used when the Complaint was made;
 - c) the identity and contact details of the person the Complaint was made by;
 - d) a summary of the Complaint, including details such as the nature of the Complaint and area of the Customers Premises the Complaint refers to;
 - e) the timeframe in which the Complaint was responded to and the details regarding steps that were taken to resolve the Complaint.
 - f) the means in which the Service Provider communicated with the Customer throughout the Complaints Process;
 - g) if the Complaint could not be resolved as per sections 6.1 and 6.3 above, the next steps that were taken and the outcome of the Complaint.



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