

Objective:

In order to help ensure that customers' complaints are dealt with effectively, professionally and reviewed in order to prevent the complaint from recurring.

Scope:

To cover all areas where we come into contact with, or carry out work for, prospective or existing customers. The use of the word "customer" in this procedure covers prospective customers as well as those to whom it may be considered that we owe a duty of care.

Revision Date	Amendments Made
01/06/2018	Version Control Introduced
14/10/2020	Updated Alternative Dispute Resolution Information

Procedure:

Where a customer wishes to make a formal complaint, they shall be requested to set out, in writing, the details of the complaint and address this to our Complaint Handler.

The domestic customer may use a consumer representative or observer to help deal with the complaint. Where this is the case we will co-operate fully with this person;

On receipt of the written complaint, the nominated Complaint Handler shall ensure that the details of the complaint have been entered on the [R06 - Customer Complaint Record](#).

The allowed time for this complaint to be resolved will be established, and will, in relation to complaints received from domestic customers, conform to the requirements of the HIES Consumer Code.

The process will include the following:

- Details of the complaint shall be entered to the [R06 - Customer Complaint Record](#);
- The Complaint Handler is responsible for tracking the complaint and uploading any relevant documentation to the [R06 - Customer Complaint Record](#);
- All complaints (other than in cases of domestic customers without heating or hot water) shall be acknowledged in writing within no more than three working days of being received by the Complaint Handler;
- Where appropriate we will arrange to inspect the customer's system within seven days of receiving the complaint and within twenty four hours of receiving the complaint where a domestic customer is without heating or hot water as a result of the situation that has led to the complaint;
- The Complaint Handler, without undue influence from any other person, will decide the most appropriate Detailed Response depending upon the seriousness or urgency of the complaint. This Detailed Response should 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;
- Where we are not able to provide this Detailed Response within this timescale we will inform the complainant of the new anticipated timescale and the reason for the delay;
- If an investigatory visit is required, the Complaint Handler and the complainant will 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 of an investigatory visit;
- Where an investigatory visit has been required, the Complaint Handler shall endeavour to provide a Final Response, in writing, to the customer within seven working days of the date of carrying out the investigatory visit;

- Any required corrective or preventive actions should be transferred to the [R02 - Corrective and Preventive Action Record](#);
- The details of the complaint and the outcomes will be reviewed during the next Internal Review Meeting.

Alternative Dispute Resolution

In the event of an unresolvable issue, we can refer our case to the nominated alternative dispute resolution provider through HIES, QA Scheme Support Services LTD and the Dispute Resolution Ombudsman. HIES can be contacted at: Centurion House, Leyland Business Park, Centurion Way, Farington, Leyland, PR25 3GR, 0344 324 5242 or info@hiesscheme.org.uk

The parties agree that, in the event of a dispute, we will exclusively attempt to resolve the dispute through using HIES's alternative dispute resolution services.

This Contract is subject to the applicable laws of England, Wales, Scotland & Northern Ireland and subject to the agreement of the parties to attempt to resolve a dispute through alternative dispute resolution, the courts of England, Wales, Scotland & Northern Ireland shall have exclusive jurisdiction to hear any dispute arising from this Contract.

If any court, ombudsman or any other competent authority decides that any aspect of any term of this Contract is invalid or unenforceable, that aspect of that term shall be severed from the Contract and shall have no effect on the remainder of the Contract.

Referral of complaints to The Ombudsman

Where a complainant requests The Ombudsman's involvement in a complaint, we will co-operate with The Ombudsman, his or her officers or any other persons appointed by The Ombudsman to assist and shall participate in any subsequent process and shall abide by the decision of The Ombudsman.

MCS 023 Complaints

Where MCS 023 work is involved, we are required to inform the Specifier of any complaints or findings that arise from the installation.

This shall include details of any customer issues that they may be required to resolve or information that may impact other contractors carrying out the installation of other energy efficient measures.