





Code of Practice

1. Definitions

For the purpose of establishing a Home Adaptations Installer Network 'Code of Practice' the following definitions shall apply:

- 1.1 'Home Adaptations Installer Network' is a trading name of Diversity Creative Marketing Solutions Limited whose registered office is at Diversity House, 72 Nottingham Road, Arnold, Nottingham NG5 6LF
- 1.2 'Customer' the customer for whom the work is being estimated, quoted and/or provided for, e.g a homeowner, tenant
- 1.3 Diversity Management Services' Diversity Customer Management Limited which manages the Scheme
- 1.4 'Scheme' the Home Adaptations Installer Network Scheme.
- 1.5 'Scheme Member' a member of the Scheme
- 1.6 'Scheme Member's Guarantee' a Scheme Member's guarantee for the work provided to a Customer under the Scheme.
- 1.7 'Quotation' a written price for Works (whether a fixed cost or an estimate) provided by a Scheme Member to a Customer, in accordance with the Specification.
- 1.8 '14 day cooling off period' the 14 day right to cancel made available to the Customer following confirmation of a quotation and when a contract is made. The right to cancel is excluded where those works required are urgent repairs and / or maintenance works, or when otherwise agreed by the Customer. E.g. a right to cancel clause has been inserted into a quotation where otherwise the right would not exist, or conversely where a Customer has waived their right to cancel by agreeing to such a waiver in the quotation and/or contract.
- 1.9 'Specification' a detailed description of the type of Works requested for installation by the Customer.
- 1.10 'Works' works and/or services provided by a Scheme Member
- 1.11 'Reparation Works' remedial works required to correct failed, inappropriate or not fit for purpose works, as deemed so and requested by the local authority/or Diversity Management Services.



2. Quotations

- 2.1 Scheme Members must take appropriate steps when dealing with all Customers. In particular Scheme Members must make the necessary effort, and allow enough time, ensuring Customers understand all aspects of signing a contract for goods and services and, where appropriate, suggest the involvement of a trusted friend or relative. Particular care must be taken when dealing with Vulnerable Customers who are those Customers whose circumstances put them at risk of making an incorrect or inappropriate decision, or who are at risk of receiving inferior goods or services.
- 2.2 A visit to a Customer's home for the purpose of providing a Quotation must be made within 5 working days of the initial Customer contact and quotation provided to the customer within 2 working days from final site visit.
- 2.3 All prices quoted must clearly detail what costs are included (e.g. call out charges, travel charges, labour, materials and Building Control). No hidden additional costs are to be applied.
- 2.4 Any site preparation/access to be provided by the Customer or requested by the Scheme Member must be confirmed before works commence and included in the detail of the Quotation.
- 2.5 It must be clear whether a quote or an estimate is being supplied a quotation is a binding agreement as to the price; an estimate is subject to confirmation or change. These must be supplied or be available in accessible formats, e.g. large print, when requested.
- 2.6 Quotations must be provided and include the following:
 - Your business name and contact details
 - Your VAT registration number (if applicable)
 - Customer name and address
 - Full breakdown of works, cost and total price
 - Details of stage payments if agreed
 - Guarantee or warranties being provided
 - Payment terms must be made clear to the Customer before any work is undertaken.

- 2.7 Quotations provided are to be valid for a minimum period of 14 days.
- 2.8 Scheme Members must allow Customers enough time to read and understand the Quotation and any other information before contracts are signed and make themselves available to provide any further requested information.
- 2.9 Scheme Members must check for the impact on any Quotation or contract of relevant, current legislation for the protection of protected species, e.g., bats, newts, native plants etc and include any costs resulting from such impact in the Quotation.
- 2.10 When a job has been agreed to be undertaken within 14 days, the Customer's right of the '14 day cooling off period' must be respected unless a 'right to cancel' clause has been inserted in any Quotation and the Customer has waived their rights by agreeing to the said inserted clause.
- 2.11 Customers are to be invoiced within 14 days of works being completed.
- 2.12 Should a contract be cancelled at no fault of the Scheme Member, the Scheme Member shall refund any deposit or pre-payment in full and promptly following cancellation, less any direct costs incurred.
- 2.13 If requested by a Customer, Scheme Members must supply at least two written references.



3. Customer service and conduct

3.1	Scheme Members must behave in a courteous and professional manner with Customers at all times.	3.10	Scheme Members will honour any reasonable Customer requests with regards to general quality of workmanship which are not detailed Within the terms of the Code of Practice herein.
3.2	Scheme Members must respect a Customer's expressed wish that they do not want to receive unsolicited visits, canvassing, mailshots or telephone calls, including respect for displayed notices declining doorstep cold calling.	3.11	Scheme Members must comply, where relevant with all applicable laws and regulations and codes of practice including, but not limited to, the Construction, Design and Management Regulations 2015.
3.3	Initial contact with the Customer must be made within 5 working days of original contact from the Customer or the lead referral.	3.12	Scheme Members must comply with Data Protection Law for the protection of Customer's privacy and personal information.
3.4	No visit should be undertaken without first confirming a mutually convenient time with the Customer.	3.13	Scheme Members must act in a non-discriminatory fashion and comply with all current anti- discrimination and equality regulations.
3.5	Scheme Members are to provide their contact details to a Customer at the first point of communication.	3.14	Scheme Members must take special care when working with disabled and vulnerable Customers to ensure their needs are understood and appropriately addressed.
3.6	Scheme Members must arrive at appointments at the date and time agreed with the Customer.	3.15	Instruction manuals, maintenance requirements and appropriate warranties must be provided to the Customer on completion of Works.
3.7	In the event that a Scheme Member is running late for an appointment, they must inform the		the customer on completion of works.
	Customer accordingly. Scheme Members must keep the Customer informed of any revisions to their estimated time of arrival.	3.16	Scheme Members will take full responsibility for any subcontracted work or subcontractors working on their behalf and will ensure that the same standards of service and workmanship are
3.8	Scheme Members are to provide Customers with an agreed start date and estimated completion date for the Works provided.		provided in accordance with the terms of the Scheme's Code of Practice.
		3.17	All works are to be installed in accordance with the appropriate manufacturers Installation
3.9	Scheme Members are to install suitable protective coverings to any surface in a Customer's home that is exposed to work activity, dust or risk of damage. Any such surfaces are to be protected at all times.		Guide. Any additional works carried out must adhere to the relevant industry standards (where applicable) and the requirements of the TrustMark Code of Conduct.



3. Customer service and conduct continued

The following principles must be adhered to:

• Awareness and Consideration:

Members must conduct themselves with sensitivity and respect, ensuring they do not put themselves or the Customer at risk. This includes refraining from providing assistance or services they are not trained or qualified to deliver.

• Seeking Guidance:

If a Member is unsure about how to meet the needs of a disabled or vulnerable Customer, they must seek advice from the relevant local authority, occupational therapist, or other appropriate professional.

Avoiding Harm:

Members must not attempt to assist with physical tasks or adaptations beyond their professional capability, as this could endanger both the Customer and themselves.

• Clear Communication:

Members must ensure all communications, explanations, and documentation are presented in a manner accessible to the Customer, taking into account any specific disabilities or vulnerabilities. This may include providing materials in alternative formats (e.g., large print, braille, or audio).

• Respect for Personal Circumstances:

Members must respect the privacy, dignity, and individual circumstances of the Customer and involve a trusted friend, family member, or advocate where appropriate.

• Training and Competence:

Members must ensure they and any employees or subcontractors working on their behalf are appropriately trained to interact with disabled and vulnerable people in a professional and understanding manner.



4. Additional Requirements for Work Funded by Disabled Facilities Grants (DFGs)

This section outlines supplementary standards and obligations for Members undertaking work funded by Disabled Facilities Grants (DFGs). These are to be appended to the existing Home Adaptations Installers Network Code of Conduct.

4.1 Compliance with CDM Regulations

4.1.1 Roles and Responsibilities

When working with Customers where the Home Improvement Agency (HIA)/local authority is not supervising the works, the Member assumes the role of Principal Contractor under CDM Regulations. This includes:

- Taking responsibility for planning, managing, and monitoring health and safety during the project.
- Ensuring all subcontractors and workers are aware of their responsibilities and adhere to the health and safety plan.
- Providing Customers with relevant pre-construction information and maintaining a Health and Safety File.

4.1.2 Variations and Approvals

 Liaise with the local authority on any proposed variations to ensure compliance with DFG requirements and secure necessary approvals, particularly if additional funding is required for unforeseen works.

4.2. Documentation and Handover

4.2.1 Completion Documentation

Submit invoices to the local authority/home improvement agency within 14 days of project completion, including:

- Building Control Completion Certificate (if applicable).
- Gas Safety Certificate (if applicable).
- Electrical Installation Certificate (if applicable).
- Include optional supporting documents where relevant, such as:
 - Photographic evidence of completed work.
 - Customer satisfaction surveys.
 - Maintenance checklists or schedules.

4.2.2 Health and Safety File

- Provide a comprehensive Health and Safety File in a binder, detailing how to clean and maintain all equipment installed during the project.
- Ensure all warranties are registered and provide copies to both the local authority/home improvement agency and the Customer.

4.3. Waste Management

4.3.1 Rubbish Removal

 Remove construction waste promptly, using approved disposal methods. Secure Customer approval for temporary on-site storage if needed.

4.3.2 Environmental Responsibility

 Minimize waste and adopt sustainable practices where feasible.

4.4. Safeguarding Responsibilities

4.4.1 Awareness and Reporting

- Train all employees to recognize signs of abuse or neglect and report any concerns to the designated grants officer or safeguarding team.
- Document and escalate concerns promptly, ensuring confidentiality.

4.5. Customer Communication and Care

4.5.1 Appointment Management

• Notify Customers promptly of delays or rescheduling and provide clear updates on project progress.

4.5.2 Behaviour and Courtesy

- Treat Customers with respect and courtesy, addressing them by their preferred title or name.
- Use clear, non-technical language to ensure Customers understand the scope and status of the work.



5. Insurance and Guarantee

- 5.1 Mandatory Scheme Requirements
- 5.1.1 Scheme Members must ensure that they have in place at all times public liability insurance to a minimum value of £1,000,000 per incident, or series of related incidents. Scheme Members are responsible for any additional policies of insurance cover which may be required, such as employers' liability or additional cover due to a property's increased value. Current copies of the insurance cover must be supplied to Diversity Management Services upon application and/or membership renewal.
- 5.1.2 Scheme Members must provide an Insurance Backed Guarantee policy to the Customer for all installations/ works over £500 and cover both workmanship and deposit payments.
- 5.1.3 Scheme Members must provide a minimum of 2 years workmanship guarantee to Customers.

6. Trustmark

- 6.1 Scheme Members must comply with the TrustMark Code of Conduct and Customer Charter ensuring information is shared amongst employees and sub-contractors, where applicable.
- 6.2 Scheme Members must comply with the TrustMark Brand Identity Guidelines, preserving the reputation and integrity of the TrustMark scheme.

7. Subscription Payments

- 7.1 Monthly membership subscription fees must be paid in advance and are non-refundable on leaving or removal from the Scheme.
- 7.2 Scheme Membership will be terminated immediately for non-payment of any due fees.
- 7.3 Diversity Management Services will collect and process membership subscription fees.

8. Disclosure and Barring Service (DBS) Check

- 8.1 Scheme Members and their Customer facing employee/contractors agree to an initial DBS check and annual DBS checks.
- 8.2 The cost of DBS checks will be invoiced to and paid for by Scheme Members.



9. Complaints

- 9.1 Following receipt of a Customer complaint, Diversity Management Services will refer the complaint to the relevant Scheme Member and instruct the Scheme Member to resolve the complaint directly with the Customer.
- 9.2 Scheme Members will endeavour to conclude any complaints promptly and in a proactive and friendly manner.
- 9.3 If a Scheme Member and a Customer are unable to resolve a complaint the case will be escalated and referred to the local authority/Home Improvement Agency, an independent workmanship assessor and/or Diversity Management Services for further assessment. If, following further assessment, the Scheme Member is found to be at fault they will be instructed to undertake Reparation Work immediately and to be liable for any independent workmanship assessment fees. If the Scheme Member does not complete such Reparation Work the Customer should engage the complaints procedure again.
- 9.4 Where a dispute occurs between a Customer and a Scheme Member that cannot be settled directly by both parties, Diversity Management Services will mediate and provide a dispute resolution process for the two parties. During this process Scheme Members are required to cooperate with Diversity Management Services and their requests regarding the exchange of information, with a view to reaching a resolution.
- 9.5 If having engaged in the Scheme's dispute resolution service the dispute between the Customer and the Scheme Member remains unresolved, the case will be offered for resolution via a third party Alternate Dispute Resolution (ADR) service or a Customer will be referred to an Ombudsman. Scheme Members are required to engage in the ADR service provided which will be binding on both parties and any ADR, Ombudsman or external workmanship assessment costs will be passed to the member for payment. We may decide to terminate your membership for Non-payment of these costs.
- 9.6 All complaints against Scheme Members will be confidentially recorded and reviewed at the time of the complaint, upon membership renewal or alongside any additional complaints as and when they occur.

For further information please contact Diversity Management Services on:

• Telephone: **0115 966 7673**

• Email: membership@homeadaptations.co.uk

9.7 A Scheme Member's profile may be temporarily removed from the Home Adaptations Installer Network and TrustMark websites and their membership status suspended, until any complaint is resolved and a review of actions has been undertaken.



10. Removal from the Scheme

A Scheme Member may be removed from the Scheme when:

- 10.1 They have been abusive, threatening or disrespectful to a Customer.
- 10.2 The Scheme Member consistently breaches the Home Adaptations Installer Network and TrustMark Code of Practice.
- 10.3 The Scheme Member refuses to provide documentation as required to confirm, maintain or manage their membership.
- 10.4 The Scheme Member does not agree to assessments or re-assessments to demonstrate competence.
- 10.5 On completion of a re-assessment, the Scheme Member is deemed to no longer meet the standards required of a Scheme Member of the Scheme.
- 10.6 The Scheme Member fails to carry out Reparation Work if, and as, instructed to do so by Diversity Management Services.
- 10.7 The Scheme Member does not cooperate in the handling of complaints or does not pay for any additional ADR, Ombudsman or workmanship assessment costs.
- 10.8 Non-payment of membership fees.
- 10.9 A Scheme Member's/installer's DBS check is found to contain adverse information.
- 10.10 The decision to remove a Scheme Member from the Scheme is entirely at the Scheme's discretion.

11. Membership Termination and Removal Obligation

- 11.1 If a Scheme Member is removed from the Scheme or chooses to terminate their membership, 'Home Adaptations Installer Network', and 'TrustMark' logos must be removed with immediate effect from all and any materials, clothing, websites and vehicles.
- 11.2 The Scheme Member must no longer represent themself as being a Scheme Member of the Scheme and a member of TrustMark.
- 11.3 The Scheme Member must fully abide with clauses 5 and 6 in the TrustMark Sub-license Agreement referring to removal.



12. Appeals Process

12.1 If a Scheme Member does not accept the decision to be removed from the Scheme the Scheme Member may apply to make an appeal. All appropriate documentation in relation to the Scheme Member's appeal case will be presented for a second review by a director of Diversity Management Services. Any decision made following the appeal process will be binding and final. All applications for appeal must be made in writing within 21 days of the original decision to remove the Scheme Member.

13. Marketing & Advertising

When Scheme Members market or advertise themselves as a Scheme Member of the Scheme they must ensure that:

- 13.1 Any advertising or marketing materials produced are accurate, clear and unambiguous.
- All advertising and marketing materials produced must comply with the CAP code the latest UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (the 'Code') is the rule book for non-broadcast advertisements, sales promotions and direct marketing communications (marketing communications) and any other applicable laws, regulations and codes of conduct.
- 13.3 Any performance claims, testimonials, and claims relating to savings, financial payback, return on investment or income are clearly attributed to a reputable source.
- 13.4 The Scheme Member must always include the Scheme's logo and clearly communicate their status as a Home Adaptations Installer on all advertising or marketing materials used. Advertising or marketing materials used can include: letterheads, clothing, promotional material, advertisements and vehicle livery.
- 13.5 Members must comply with General Data Protection Regulations for the protection of privacy and personal information when communicating with Customers.
- 13.6 The Scheme Member must fully comply with the Home Adaptations Installer Network and TrustMark brand guidelines.
- 13.7 Where Home Adaptations Installer Network makes use of, or includes a Scheme Member's logo in any advertising, marketing and/or promotional materials the Scheme Member must own all the intellectual property rights in relation to the information and artwork submitted. Scheme Members represent that use of their name or logo will not breach any third party's intellectual property rights.
- 13.8 Home Adaptations Installer Network or TrustMark will not be accountable or responsible for any advertising or marketing materials used by a Scheme Member.
- 13.9 The Scheme Member's website and/or marketing material must not represent the Scheme Member as being a direct employee of Home Adaptations Installer Network or TrustMark.



14. Information and Advice to Customers

- 14.1 Scheme Members must give the best possible advice to Customers at all times. If there is any aspect of a Customer's enquiry that a Scheme Member is unable to offer advice upon then they should refer the enquiry to their supplier/ manufacturer and/or their local authority/home improvement agency.
- 14.2 Scheme Members must always notify the Customer of any aspect of the Specification that is inappropriate, not fit for purpose, or generally to the detriment of the Customer. Home Adaptations Installer Network will not be responsible for any defects or failures that occur as a result of any shortcomings in a design or specification.
 - If, having notified the Customer of any short coming(s) in their Specification the Scheme Member is still asked to proceed and install the works as specified, the Scheme Member must obtain a signed disclaimer form from the Customer acknowledging this. If the Customer refuses to sign the disclaimer the Scheme Member must not proceed with the installation of the Works specified.
- 14.3 Scheme Members must provide Customers with a feedback form upon completion of the Works. This form is a part of Home Adaptations Installer Network continued commitment to improving Scheme Member performance, product/ system performance and customer service standards.

15. Health and Safety

- 15.1 Scheme Members must hold and maintain at all times, a Safety Schemes in Procurement (SSIP) accreditation. This is to ensure that all Scheme Members meet robust Health and Safety requirements, safeguard all stakeholders and adhere to strict local authority/home improvement agencies procurement practices.
- 15.2 Scheme Members must comply with the current Health and Safety at Work Act, Construction (Design and Management) Regulations and all relevant health and safety legislation; and where required, maintain documented policies, procedures, and records.
- 15.3 Scheme Members must ensure that their employees and/or subcontractors comply with all relevant and current legislation in relation to required health and safety practices.
- 15.4 It is the responsibility of the Scheme Member to ensure that all waste materials are disposed of in a safe and proper manner that ensures the safety of themselves, their employees, subcontractors, the Customer, the public where appropriate, and the environment.
- 15.5 It is the responsibility of the Scheme Member to ensure (if applicable) that there is adequate site safety for the general public.



16. Scheme Members Information

By becoming a Scheme Member of the Scheme the Scheme Member has agreed to have their information used as follows:

- 16.1 Used to process its membership application and as a means to provide membership services thereafter.
- 16.2 Used to create a profile of Scheme Members.
- 16.3 Included on any Home Adaptations Installer Network websites, or content, managed by Home Adaptations Installer Network, their suppliers, agents and/ or partners.
- 16.4 Included on the TrustMark website.
- 16.5 Displayed in any advertising, marketing and/or promotional materials.
- 16.6 Used to communicate with members via email, SMS and phone.
- 16.7 Used to provide Scheme Members with new Customer leads inclusive of information detailing the Specification of the Works requested..
- 16.8 Used by Home Adaptations Installer Network approved third party companies inclusive of business partners, agents and/or suppliers.

Scheme Members must notify Diversity Management Services immediately, and via email, of any changes made to their membership data and/or contact details.

Every effort is made to ensure the accuracy of Scheme Member's details. However, should an error or omission be made when publishing a Scheme Member's details, Home Adaptations Installer Network and Diversity Management Services will not be liable for any costs, losses or liability incurred by the Scheme Member.

17. Indemnity

17.1 Scheme Members agree to indemnify Home Adaptations Installer Network, TrustMark, Diversity Management Services, its partners, agents and/or suppliers against all and any costs, losses, claims, damages, injuries and liabilities that might arise as a result of a Scheme Members acts, omissions, non-compliance or breaching the terms and conditions of the Scheme's Code of Practice or applicable laws.

Home Adaptations Installer Network, TrustMark, Diversity Management Services shall not be liable for any loss, damage, or injury arising out of the acts or omissions of its Scheme Members.



18. General

- 18.1 The Scheme's Code of Practice shall be governed and interpreted according to the law of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English Courts.
- 18.2 Home Adaptations Installer Network, inclusive of any appointed business partner, agency and/or supplier, reserves the right to make announced and unannounced spot checks of a Scheme Member's workmanship and service standards whilst at a Customer's location, at any time.
- 18.3 The Scheme's Code of Practice may be updated from time to time. Scheme Members will be informed of any changes, however, Scheme Members should regularly check to ensure that they understand and agree to comply with the Scheme's Code of Practice whilst being a Scheme Member of the Scheme.

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