Stakeholder Feedback Log: **TPI Code of Practice**
Date: **30-Jun-23**

CoP Principle	Rationale	Requirement Check Points	Comment / Query	Raised by:			Action taken
				Broker	Supplier	Consumer Group	
Transparency and Accuracy	To empower customers to make informed purchasing decisions	Maintenance of accurate customer data					
		Customer is clear that they are speaking with an energy TPI from the outset					
		Customer has clarity of how the TPI is renumerated	Can Suppliers include details in their contracts of how commission is paid to any broker used?	x			We will ask Ofgen to remnd supplier of their obligations to note in their non micro business Principles terms that if a broker has been used then a commission payment may be included.
			Customer must be clearly informed of the manner of TPI remuneration in advance of entering into any energy supply contract, but not so early and/or obtrusively in the customer journey that it might suppress willingness to engage with the TPI sector	x			Draft Principle has been amended to read: 'The TPI must provide details of how they are renumerated in their T&Cs, these T&Cs be presented to the customer prior to contract signature'.
			We are strongly of the view that a broad principle-based approach to information on remuneration is desirable and that a prescriptive approach (specifying the exact manner and/or timing of the provision of this information) would be detrimental to consumers	x			
			Cannot be hidden away somewhere, needs to be clear	x			
		Taking all reasonable steps to establish accurate EAC and/or AQ data	Industry data is expensive and incredibly difficult to obtain	x			We have reviewed responses and understand that a more prescriptive approach will be beneficial under an assured and
			The overall arching aspiration is that there is a single central data source for consumption that everybody has to use. Failing that they suggested we need to be more prescriptive and state what type of data we would accept.	x			
			We are having HUGE problems with industry data in relation to EACs and AQs. There are times when aggregators and suppliers FORCE us to submit contracts with wildly inaccurate EACs so they match the erroneous data in the industry. That also affects how much commission is shown on the contract, making a mockery of the whole thing.	x			
			Suppliers could provide historic consumption data , but do not always do so	x			
		Clarity of the total annual energy consumption figures used for tendering is provided					
		Customer is aware that calls are recorded for training and monitoring etc.	We do not record our phone calls. Is it anticipated that we will need to do so in the future? Having the long term relationship we have with our customers, some around 20 years, we do not feel that some of the personal things they discuss with us at times should be recorded.	x			
		All supplier quotation and/or contractual documentation is provided to the customer and not misrepresented	This needs clarification and rewording - what are trying to do here?	x			We agree that the Principle, in its current draft, is confusing and does not provide clarity on its intent. We have made amendments
			we think that care needs to be taken with the wording of this principle so that TPIs are not obliged to overwhelm customers with documents. If the sub-principle is intended to require TPIs to provide customers with the quotation and contract paperwork for every supplier from which tenders have been sought, it would hugely undermine the intended impact of improving customer understanding	x			
			Can you just confirm that this is in relation to the contract they are set to sign? And not every single contract and terms they receive back from each of the 'tendered to' suppliers?	x			
		Customer is aware they are entering into a legally binding contract					
		All relevant information is referenced, such as supplier, legislative market or industry news					
Price and Product	To enable customers to carry out effective comparisons and to protect and increase competition in the market	Clearly state the total value of commission earned and how it was calculated and where applicable, commission must be displayed as pence per kWh	Total value of commission is not a fixed figure and therefore does not provide the customer with clarity of the cost. There is a concern that they customer will hold the broker to this figure, but if they leave a light on for 5 minutes more the consumption will be higher and, therefore, commission higher.	x			After significant stakeholder engagement and review, we have decided to remove the need to present an estimated total contract commission value. We believe that providing an estimated commission value may mislead the customer. We also believe that the figure is open to
			There are some within Supplier who feel that if it covers all customers then this is overkill, although does bring simplicity. As a general rule larger customers don't need this Protection'		x		
			We see that CoP should apply to Micro and SME and that the I&C space are well educated enough, have wider teams and legal representation and in most cases a dedicated individual for procurement and in some cases energy	x			
			We think that the reference to stating "the total value of commission earned" is inappropriate for at least two reasons – that total commission is almost always an estimate based on an EAC and therefore likely to mislead customers that commission can be calculated with certainty, and that it underestimates the commercial sophistication of non-micro businesses which will generally be well aware of the existence of commissions and already factoring them into their decision-making.	x			
			Commission must include total contract value commission		x		
			SEFE say we could go further by ensuring TPIs disclose any and all renumeration the broker will receive		x		

			I the proposal is to disclose in full pounds and pence value AND p/kwh then we object to this method and would be supportive of a p/kwh only method due to the following reasons: A customers focus will be drawn to the £ and p full value and distract their attention from the parameters and calculation formula that matter to them, resulting in: Denying the customer the ability to be further educated on how TPIs work and are renumerated Allowing unscrupulous brokers an entry point with customers, e.g. manipulating the consumption figure (higher OR lower) within their documentation and having the customers focus drawn away from p/kwh margin straight to value could result in a customer believing they are paying more than they were instructed, which could panic and misinform the customer, leading them to make decisions that are not to the benefit of the business e.g. Erroneous COT etc. By having both methods we are confusing the customer as given the consumption presented by various TPIs or suppliers, this value could result in extortionate swings in values, which focuses the customer on what could be seen as different amounts, but in fact could bear no significance to the overall value/cost. By having pounds and pence we are actually misinforming the customer as the actual chance of the value displayed being the correct amount of commission we receive is almost impossible. A full £ & p value disclosure is unfair to a TPI. Our fully audited accounting policy allows for a 30% provision in revenue, meaning that we are effectively on average over disclosing to our customers by 30%. I am aware of other similar provisions within accounting policies that would do the same to penalise others. This level of disclosure does not match other regulated industries.	x			
			What is absolute across the board and creates competition is a clear indication of the p/kwh OR £/Day for standing charge disclosure with a calculation method displayed somewhere within the document (Does not need to be a prevalent) that advises the customer that commission value is calculated at: p/kwh x AQ x Term	x			
			Please can you confirm this is at contract signature as the timing of the disclosure is important and we feel that it must be clear that it is at the point of signature that the disclosure must take place by either: Displaying on the contract OR A document that is sent with/within the contract/ DocuSign whereby the page that discloses commission MUST be signed and dated by the customer and have the TPIs T&Cs accompanying. E.g. Customer receives DocuSign for contract and within the SAME DocuSign or prior to submitting the contract for lock in, the TPI must get a signed disclosure document signed clearly displaying the commission	x			
			Recommendation would be that the commission should be displayed in line with the recent licence condition change (brought in on the back of Ofgem's MB Strategic Review) i.e. in pounds and pence over the whole contract period for Microbusiness customers only.		x		
			We feel it is fairer to call it Third Party Costs, as it is not all commission that comes to us. Again, the EAC errors in the industry also make for misleading values of commission. We feel it is fairer to us to only show the commission in terms of p/kWh uplift, not a calculated total, as the EACs are so incredibly wrong on MANY occasions	x			
			Look at FCA model for commission disclosure	x			
		Details of which Suppliers were approached, and the prices offered is provided to the customer	There is a concern that this may make brokers only approach Suppliers they have a preferred relationship with, reducing competition.	x			We take on board the stakeholder responses and have re-draft the principle to read: 'The TPI must provide the Customer with clarity and visibility of the Suppliers which the TPI approached for quotes,
			we feel this is overkill and should be more focussed on explaining that "we have access to a range of suppliers that can be called upon for quoting" and agree to not misrepresent those prices with incapable margin	x			
			Unscrupulous TPIs would still engineer reliance on their preferred suppliers by seeking quotations only from their 'preferred suppliers'. Diligent and professional TPIs who seek prices from a broad range of suppliers would frequently be obliged to overwhelm their prospective customers with disclosure of all quotations obtained, even where many of those quotations are transparently unsuitable. For the reasons set out in relation to Principle 1 above, it would be far better to require that customers be presented with a reasonable and representative selection of quotations having regard to the customer's needs, size, sophistication	x			
			Regarding the disclosure of supplier information and prices offered, we believe it is excessive to provide details of which suppliers were approached and the prices received. Instead, we suggest focusing on explaining that "we have access to a range of suppliers that can be called upon for quoting" while agreeing not to misrepresent prices with unreasonable margin	x			
		Quotation documents that include the products and/or services to be received from TPI					
Fair and Appropriate Selling	To ensure customers are being treated fairly and to increase customer engagement and trust in the market. This principle should also have regard to Principle 'Price ad Product'	The contract is suitable for the customer based on the information provided	One broker has stated that there is no legal requirement to ensure the contract is right for the customer. They believe that a broker should not be looking at companies history or accounts to be sure they can afford contract for example	x			We agree that there is no requirement for the broker to interrogate other sources of information, other than that which the customer provides, to ensure a contract is suitable for the customer if they do not want or need to do so. As such we have amended the
			Supplier states that something should be added on a requirement to not double sell contracts		x		
			This sub-principle should acknowledge the subjectivity of suitability and that customers' own attitudes to risk/certainty are important aspects of suitability	x			

		The contract type is clearly explained to the customer, including commodity and non commodity charges					
		Compliance with relevant legislation such as Business Protection from Misleading Marketing Regulations 2008	It should also be obligated for TPI's to be transparent and comply with all relevant legislation (e.g. GDPR), this should be overtly clear but each item does not need to be listed		x		We have decided that the requirement to comply with relevant legislation is a legal requirement and does not need to be included in the Code, as such it has been removed.
		Only classifying a transfer as a Change of Tenancy where there is reasonable evidence that a change of tenancy has occurred	Asked to review Change Proposal R0051 as part of our review	x			This is under review by RECCO
		Uses all reasonable endeavours to ensure customers are treated fairly and not subject to unreasonable pressure	We feel more detailed rules need to be in place for that particular issue.	x			There is no single definition of Pressure Selling, we have decided not to be prescriptive on this one. Citizens Advice have pressure selling examples on their website at; https://www.citizensadvice.org.uk/consumer/changed-your-mind/if-you-were-misled-or-pressured-into-buying-something-you-didnt-want/
		Use minimum requirements of a standard Letter of Authority	Can we include something in the LOA that states by accepting the LOA the Supplier will not contact the customer directly to 'win back'?	x			A minimum requirement approach to the LOA has been included in the draft CoP. Those requirement shave been written with stakeholder resoonses in mind.
			Suggestion that the broker includes a clause in LOA that states the customer does not want to receive any marketing or sales calls, this could stop Suppliers 'winning back'.	x			
			The Code of Conduct should require TPIs to inform all those Suppliers, to whom they have sent a signed LOA, when that LOA has been revoked by the Customer who gave it. Otherwise a Supplier could unwittingly rely on a LOA when in fact that LOA has already been revoked.		x		
			The Draft Letter of Authority does have some issues for us. We have never operated with Level 2 LOAs, where we can agree a contract for the customer. We do not want to be able to sign and submit contracts on the customer's behalf, and we do not want that included in our LOA	x			
			The commission section only has space for the broker name, but there are other places where a sub broker is mentioned. Aggregators receive part of the commission, so we feel it more fair to call it Third Party Costs, as OFGEM recommended. Some suppliers are calling it Third Party Costs, and others are calling it Broker's Commission. We also know of brokers who do not put any uplift on their contracts, but charge a separate invoice for their fees. So, to say the broker WILL be paid a commission is not accurate for the	x			
			TPIs will continue to need flexibility on the non-core content of the letter of authority, thereby making prescriptive standardised formats and content inappropriate. We therefore support minimum requirements and mandatory acceptance of letters of authority meeting those minimum requirements, but not prescriptive standardised contents or format of letters of authority	x			
			Provide details of LOA minimum requirements rather than prescriptive LOA	x	x		
		Where a contract termination fee is applicable, the TPI must make the customer aware.					New Principle added as a result of Stakeholder engagement
		Where an LOA is revoked by the customer, the TPI is required to promptly inform all Suppliers to whom they have registered the LOA					New Principle added as a result of Stakeholder engagement
Complaints Handling/Dispute Resolution	To ensure customers have a clear route for complaints to be addressed	There is a robust complaints procedure is in place, available and the procedure in maintained and kept up to date with version contro					
		Where a TPI provides services to a Micro Business, the TPI must be signed up to a qualifying Alternative Dispute Resolution scheme	This is a requirement anyway, why are we including it in the Code?		x		We believe this is required as it ensures the broker maintains it s membership of a qualifying ADR scheme
		The customer can register complaints in various formats					
		Complaints are logged and retained for a period of 24 months	Changed to 6 years				Change to 6 years to align with best practice
		The customer is signposted to the appropriate Ombudsmen scheme as well as sources of independent help	Suppliers do not signpost to CA, can we tell them to do so?	x			Outside of the scope of this review
Date Protection	To ensure data protection regulatory requirements are met to protect customers and drive trust in the market	Customer data is handled in line with the relevant data protection regulations applicable at the time					This Principle requirement has been amended to place requirements on brokers to provide assurances to the customer that they are meeting data protection requirements if asked.
		Is registered with the ICO for fee payers					
		Has an up-to-date Data Protection Policy					
Training	To ensure that TPIs and their representatives understand the requirements of this Code	Training in relation to these Codes of Practice Principles is undertaken regularly	The regularity of training could be broken down by size/no sales agents a TPI has as it is unrealistic to expect smaller TPIs to regularly update its agents. This could be supported by saying "Every new sales employee must be given training on the principles and how this is handled within the specific business"	x			This was considered too prescriptive at this stage
		The training is provided to all relevant staff, third parties, agents and representatives	By their nature, third parties are not subject to the control of TPIs or suppliers and cannot therefore be compelled to receive training. It is not right, in principle, to require training to be delivered to third parties. Even if it were possible to be sure that third parties would accommodate such training, there are significant logistical and organisational challenges to arranging training for third parties such that the minor benefit of providing it would be significantly outweighed by the cost, which would inevitably be passed on to the consumer in some form.	x			As a result of stakeholder feedback we have amended the Principle to read 'The TPI is responsible for ensuring that all relevant staff, third parties, agents or representatives adhere to these principles and compliance requirements'
		Maintain a detailed training log	Brokers have asked for standardised format for this to be completed	x			An example training log will be provided
		All relevant staff, third parties, agents and representatives training is regularly monitored, reviewed and refresher training is provided	Top up training must be provided within x days of an amendment being made?	x			This was considered too prescriptive at this stage
Other			Brook Green believe there should be a database of TPIs signed up, and it should be recorded where suppliers are having disputes with TPIs. There should be a visible list of TPIs that have been "struck off" the RECC		x		This will be considered in Stage Two as we transition to a mandated Code.

			Wide support within he business for the principles and the main content within. The team are keen to understand the detail behind each of the key aspects as understandably, the content on each principles can leave a lack of clarity on how we need to govern and police matters moving forward so at the earliest point and to provide more accurate feedback, we would appreciate a more detailed breakdown, with examples within. This will allow us to better prepare for the CoP, by adapting processes, trialling initiatives, focusing training and delivery, content and marketing improvement and systems improvements.	x			This is being considered as part of wider stakeholder engagement
			we would flag up for possible inclusion from our original submission is around the requirement to record all pre-sales calls - this has always been a key issue with microbusiness' often alleging they were mis-informed about something which led to their decision to proceed with the sale, but it not being recorded.			x	This will form part of the Stage 2 mandated Code review.
			There is the win back issue we highlighted, where transparency should be promoted from brokers around the potential repercussions (costs) of proceeding with a contract if one has already been agreed			x	We will monitor this and see if it needs to be added to the mandated Code
			we think attempting to introduce the accreditation scheme by April 2024 is an excessively ambitious timescale likely to lead to sub-optimal implementation of the accreditation scheme, or delay	x			We will monitor progress against the RECCO timeline.
			a.Under transparency and accuracy, there should be a term which ensures and requires that the TPI provides information of the availability of the relevant ADR scheme which the TPI is signed up to (as well as the process for initiating a case) prior entering the agreement. Principle 4 does not include the need to present the ADR information to the customer prior to contract start.		x		Dispute Resolution Principle requires the broker to have a complaints procedure that is clearly signposted on their website. This requirement goes on to state that this must include directions to the ADR scheme. We believe this is a suitable response.
			We believe this should apply to MBs only and exclude others due to the nature of the bespoke requirements/agreements of I&C (pure I&C) customers. there also isn't an industry definition of what makes a customer an SME or I&C company. There is considerable differences across the largest suppliers in the interpretation how and what they define as an SME		x		The majority of stakeholders feel this Code should be applicable market wide, this is also RECCOs position.
			Some of the questions/subjects below go too far in that they are desirable habits rather than necessary		x		All Code requirements are aligned to an identified risk
Supplier Requirements	The Supplier will be expected to adhere to standards that will form part of the Supplier Performance Assurance	Supplier must use all reasonable endeavours to accept any LOA presented as the RECCo standard LOA	Supplier believes this is not relevant as this is a TPI CoP not a supplier CoP		x		All comments from Stakeholders have been received and reviewed. These will form part of our Stage 2 assessment, as we transition to a mandated Code.
		Supplier will respond to TPI queries within service level agreements	Supplier believes this is not relevant as this is a TPI CoP not a supplier		x		
			Supplier believe that for SLA's it would be pragmatic to put in an acknowledgement time frame but it would not be feasible to put in a resolution SLA as queries range so much in complexity and therefore timescales. An acknowledgement SLA of [72hrs]?		x		
			Suggested by broker that we place SLA against specific types of request; for example LOA response time, or contract details request times	x			
			Most organisation already have internal SLAs which are adhered to (whether from third parties, agents or customers). We think the stipulation for SLA responses should be to the initial communication. After the initial communication response, the time taken to resolve any questions/queries would depend on the complexity of the ask.		x		
			Include enforcement actions on those areas where the consumer is impacted by delay	x			
			It would be great if suppliers provided standardised minimum service levels (For obvious reasons, fair competition, customer centric approach, eradicating deemed rates etc.) for the following: COTs Acknowledged receipt and evidence is relevant – 5 days Completion and acknowledgement - 20 days Lock Ins By close of market if received prior to 1pm Pricing requests 2 days Objections resolved 2 days Profiling information requests 3 days Terminations (Where necessary) 2 days Customer queries 2 days	x			
		Supplier must not erroneously object to a customer transfer	Supplier believes this is not relevant as this is a TPI CoP not a supplier		x		
			We would go further to clarify that suppliers must not object to transfers where the customer is paying its bills in accordance with supplier payment terms – i.e. suppliers must not block transfers on the grounds of bill an outstanding balance, unless that balance is overdue for payment having regard to the supplier's payment terms	x			
			TPIs and suppliers must not act to renew supply contracts with a customer's incumbent supplier in circumstances where they know that the customer has already entered into a new supply contract with another supplier. This is a significant problem within the market at the moment and could be very easily resolved, reducing customer, TPI and supplier detriment and cost. Could form part of Principle 3	x			
		Supplier must ensure that any change of tenancy request is made with the required supporting evidence	CoT objections - there should be codes used for objections – they would prevent suppliers from unnecessarily blocking CoT as they would be bound by the few options that have been agreed to be part of the objections codes	x			
			Supplier believes this is not relevant as this is a TPI CoP not a supplier CoP		x		