



Good for consumers – Good for business

# **Terms of Reference Annex: Home Improvements**

## 1. Interpretation

1.1. The definitions, below, apply to both this Annex and the Terms of Reference in relation to complaints brought to Ombudsman Services: Home Improvements against Participating Companies:

**“Award”** means the compensation awarded to the Complainant not exceeding the amount set out in Schedule 1 to this Annex or, if no sum is scheduled, £100,000 (inclusive of VAT, if any) per complaint; we may consider complaints concerning amounts above £100,000 in exceptional circumstances and at the Ombudsman’s discretion.

**“Customer”** means an individual that has ordered or contracted to purchase goods or services from a Participating Company;

**“Ombudsman Services: Home Improvement”** means the Ombudsman Service provided to Ombudsman Services: Home Improvement Participating Companies;

**“Participating Company”**, for the purposes of Ombudsman Services: Home Improvements, means either;

- (a) any Trader or Company that is a member of a Trade Association or Trade Body listed at Schedule 1 of this Annex; or
- (b) any other Trader or Company that has been admitted to Ombudsman Services: Home Improvements pursuant to paragraph 2.2 of this Annex.

## 2. Eligibility to become a Participating Company in Ombudsman Services: Home Improvement

2.1 Any Trader or Company that is a member of a Trade Association or Trade Body listed at Schedule 1 is deemed to be a member of Ombudsman Services: Home Improvement by virtue of its membership of the said association or body.

2.2 Any other Trader or Company that the Ombudsman deems appropriate, may be eligible to become a member of Ombudsman Services: Home Improvement, at the Ombudsman’s discretion, upon;

- (a) entering into agreement(s) with Ombudsman Services to abide by the rules set out in;

- (i) the Ombudsman Services' Terms of Reference;
  - (ii) the present Annex; and
  - (iii) the Ombudsman Services' Membership Rules for Participating Companies; and
- (b) undertaking to execute a deed poll or other form of instrument deemed suitable by the Ombudsman;
- (i) in which it vows to comply, in full, with any Ombudsman's Final Decisions (as defined in the Terms of Reference); and
  - (ii) which shall enable a Complainant to enforce any Remedy and/or Award directly against it.

### **3. Services**

3.1 The services provided by Participating Companies of the Ombudsman Services: Home Improvement which will be covered by, and fall within the jurisdiction of, the Ombudsman Services: Home Improvement are;

- (a) in the case of a Participating Company that is a member of a Trade Association or Body listed at Schedule 1, the provision of goods and services that flow naturally from the Participating Company's membership of that Association or Body; or
- (b) in the case of any other Participating Company, such services and products which shall, with the agreement Ombudsman Services: Home Improvements, fall within the jurisdiction of the Ombudsman and the Ombudsman Services: Home Improvements.

### **4. Complainants**

4.1 Further to, and in addition to, the provisions of paragraphs 3 and 6 of the Terms of Reference, the Ombudsman and Ombudsman Services: Home Improvement shall only have jurisdiction in relation to a complaint against a Participating Company if the person making the complaint;

- (a) was, at the time the subject matter of the complaint arose a customer of such Participating Company; or
- (b) had, at or prior to the time the subject matter of the complaint arose, applied or been solicited (by or on behalf of such Participating Company) to be a customer; or
- (c) is acting on behalf (and with the consent) of any person or entity falling within the scope of sub-paragraphs 4.1(a) or (b)

**28 August 2015**

## **Schedule 1**

### **Trade Associations and Trade Bodies**

Any Trader or Company that is a member of any of the following Trade Associations or Bodies shall be deemed to be a member of Ombudsman Services: Home Improvement;

- a) Dundee City Council "Trusted Traders" Scheme (maximum award not exceeding £25,000);
- b) East Ayrshire Council "Trusted Traders" Scheme (maximum award not exceeding £25,000);
- c) East Lothian Council "Trusted Traders" Scheme (maximum award not exceeding £25,000);
- d) Edinburgh Council "Trusted Traders" Scheme (maximum award not exceeding £25,000);
- e) Fife Council "Trusted Traders" Scheme (maximum award not exceeding £25,000);
- f) South Ayrshire Council "Trusted Traders" Scheme (maximum award not exceeding £25,000);
- g) West Dunbartonshire Council "Trusted Traders" Scheme (maximum award not exceeding £25,000);
- h) Double Glazing & Conservatory Ombudsman Scheme (maximum award not exceeding £100,000);
- i) "HIES" Home Insulation and Energy Systems Quality Assured Contractors Scheme (maximum award not exceeding £100,000).

**1 March 2016**