

## **Weatherseal Home Improvements Limited**

**and**

## **Window Care Limited**

### **Written assurances to the Office of Fair Trading**

By way of 8 separate consultation letters dated 16 August 2013, the Office of Fair Trading ("OFT") started a consultation process under section 214 of Part 8 of the Enterprise Act 2002, relating to the CPRs and the CCCHRs, with Weatherseal Home Improvements Limited (company number 6516484) ("Weatherseal"), Window Care Limited (company number 6516041) ("Window Care") and a number of company officers named in the OFT's consultation letters (the "Consultation Process").

Weatherseal and Window Care (and their respective officers) have cooperated fully with the OFT during the Consultation Process. As a result of the Consultation Process, Weatherseal, and Window Care (supported by their respective senior management teams) have agreed to provide the OFT with a number of written assurances, details of which are set out below.

Within these assurances, the following terms have the meaning set out below:

"CCA" means the Consumer Credit Act 1974, as amended, or (as applicable) Financial Conduct Authority rules.

"Credit agreement" means a consumer credit agreement within the meaning of the CCA.

"Cash back" means adding an additional amount, which is paid directly to the consumer, to the total sum provided under a credit agreement.

"CPRs" means the Consumer Protection from Unfair Trading Regulations 2008.

"CCCHRs" means the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008.

"Sales agent" means any employee, agent or contractor engaged in the sale of products to customers.

"Senior management team" means the directors of the company (or persons of equivalent seniority) with responsibility for the relevant function or department.

### **Weatherseal**

In response to the concerns raised by the OFT against Weatherseal and its named company officers during the course of the Consultation Process, Weatherseal (supported by its senior

management team) has agreed to give, and the OFT has agreed to accept, the following assurances:

### **Sales agent training**

1. By 1 January 2014, Weatherseal shall:
  - a. amend its Compliance Book to include (i) more information on the legal requirements placed on its sales agents (in particular under the CPRs, the CCCHR and the CCA) and (ii) worked examples of how such legal requirements may impact on its sales agents during the ordinary course of business;<sup>1</sup>
  - b. ensure that part of its training course for all new sales agents that join its business shall be devoted to regulatory compliance training;
  - c. introduce a regulatory compliance test (in similar terms to the test attached at Appendix 4 of Eversheds' letter to the OFT on behalf of Weatherseal dated 16 October 2013) that must be passed by all new sales agents upon joining Weatherseal to test their understanding of consumer protection legislation; including cancellations, finance, dealing with consumers and mis-selling;
  - d. provide refresher training on sales techniques and regulatory compliance to all new sales agents, with such courses to be held within 6 weeks, 12 weeks and 6 months of each new sales agent joining Weatherseal;
2. By 1 March 2014, Weatherseal shall circulate the amended Compliance Book to all existing sales agents (highlighting the amendments made).
3. Weatherseal shall ensure that ongoing regulatory compliance training is provided to all sales agents.
4. Weatherseal will ensure that the quality and effectiveness of its regulatory and compliance training is regularly reviewed and acted upon, and that records of such reviews are kept for at least 12 months.

### **Sales practices**

#### **Telephone calls to consumers**

5. Weatherseal will continue to operate in accordance with its "do not dial" procedure (as updated from time to time) in order to seek to prevent consumers from receiving unwanted telephone calls from or on behalf of Weatherseal.

#### **Visits to customer's homes**

6. Weatherseal will ensure that sales agents do not remain in a customer's home for longer than is reasonably necessary and that its sales agent will not mislead a customer about the anticipated length of the sales presentation at the start of any visit.

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<sup>1</sup> With such worked examples to include, by way of illustrative example, (i) CPRs issues when selling in consumers' homes, (ii) dealing with different types of consumers and their individual circumstances and (iii) the information requirements of the CCA.

7. If a customer has clearly and specifically requested that a Weatherseal sales agent does not visit after 20:30 hours, Weatherseal will ensure that no sales presentation continues after this time.
8. Weatherseal will ensure that sales agents do not remain in a customer's home, process an order, or conclude any contract (including a credit agreement) with any consumer if the sales agent is aware, or becomes aware during the course of any sales presentation that the customer is not mentally competent to conclude such a contract (unless the customer is accompanied by a person lawfully authorised to act on his or her behalf).

### **Credit Agreements**

9. Weatherseal will ensure that customers are provided with all the information required by the CCA prior to the signing of a credit agreement. In particular, Weatherseal's sales agents will inform customers in a clear and timely manner of the terms of the credit agreement being entered into, including explaining and confirming:
  - a. the cost of the monthly repayments;
  - b. the overall maximum cost of the credit agreement; and
  - c. the length of the credit agreement.
10. Weatherseal will ensure that sales agents inform customers in a clear and timely manner prior to signing, that a "Lifestyle Agreement" (or any other credit product) is a credit agreement.
11. Weatherseal will ensure that customers are provided with a copy of any credit agreement entered into on the signing of that agreement.
12. Weatherseal will ensure that "cash back" is not offered to customers entering into a credit agreement.

### **Compliance, customer service and complaint handling**

#### **Cover calls**

13. From the date of these assurances, Weatherseal shall (either alone, or through working in conjunction with Window Care (or any other third party)):
  - a. ensure that a 'cover call' is made to each customer that has placed an order with Weatherseal and, unless it is not reasonably practicable (e.g. if, for example, the customer has gone on holiday or cannot be contacted for some other reason), such 'cover call' is to be made within sufficient time to allow a customer to exercise their statutory cancellation rights;
  - b. in each such 'cover call' the appropriate call script is used (in the form of those attached at Appendices 5 to 7 of Eversheds' letter to the OFT on behalf of Weatherseal dated 16 October 2013 (as updated from time-to-time)) and the 'cover call' therefore includes confirming with the customer that:

- i. the customer has received a copy of the contract;
  - ii. the customer has received any survey documents;
  - iii. the customer has received a copy of any credit agreement;
  - iv. the information held by Weatherseal and the customer is the same;
  - v. the customer understands the nature of any credit agreement; and
  - vi. the customer wants to proceed with the transaction;
- c. where reasonably practicable, record all customer service calls with its customers and retain such call records for at least 6 months.
14. If a customer does not have a copy of their contract, survey or credit agreement, Weatherseal will ensure they are provided with copies and that their order is not processed until copies have been received by the customer and a further 'cover call' has taken place.
15. An order will not be processed if, during the course of the 'cover call', Weatherseal's call operative (or any call operative working on behalf of Window Care or any other third party) forms the view that the customer is not mentally competent to continue with their order.
16. Weatherseal will ensure that an order will not be processed if any previous orders have not been completed, unless the order has been investigated and approved by a member of the senior management team.

#### **Cancellation rights under the CCCHRs**

17. Weatherseal will ensure that customers are provided with accurate information about their cancellation rights under the CCCHRs, including how and when they may cancel their contract.
18. If a customer terminates a contract by serving a cancellation notice within the cancellation period (including by e-mail), Weatherseal will process the same. All monies paid by the customer will be returned as soon as reasonably practicable.

#### **Dealing with complaints and enquiries**

19. Weatherseal will ensure that complaints and enquiries are dealt with in a timely, reasonable and professional manner.
20. Weatherseal will ensure that, where reasonably practicable, all calls made to customer services are recorded, and that records of calls are kept for at least 12 months.
21. Weatherseal will ensure that at least monthly compliance audits of customer complaints are undertaken by the senior management team and acted upon, and that records of such audits are kept for at least 12 months. Such audits will include a root cause analysis of trends in relation to complaints.

22. Weatherseal will ensure that all complaints involving possible breaches of consumer protection legislation by sales agents are investigated by the senior management team and that, where appropriate, follow-up action is taken, including for example disciplinary action against sales agents and attendance at compulsory refresher training on sales techniques and legal compliance, and the provision of redress to the customer. Such investigations will be recorded in writing and the records will be kept for at least 12 months.

## **Window Care**

In response to the concerns raised by the OFT against Window Care and its named company officers during the course of the Consultation Process, Window Care (supported by its senior management team) has agreed to give, and the OFT has agreed to accept, the following assurances:

### **Sales agent training**

1. By 1 January 2014, Window Care shall ensure that the regulatory and compliance training materials it provides to Weatherseal will:
  - a. include (i) more information on the legal requirements placed on sales agents (in particular under the CPRs, the CCCHRs and the CCA) and (ii) worked examples of how such legal requirements may impact on sales agents during the ordinary course of business<sup>2</sup>; and
  - b. include a regulatory compliance test (in similar terms to the test attached at Appendix 4 of Eversheds' letter to the OFT on behalf of Weatherseal dated 16 October 2013) which tests understanding of consumer protection legislation; including cancellations, finance, selling to consumers and mis-selling.
2. Window Care will ensure that the quality and effectiveness of the regulatory and compliance training provided to Weatherseal is regularly reviewed and acted upon, and that records of such reviews are kept for at least 12 months.

### **Compliance, customer service and complaint handling**

#### **Cover calls**

3. From the date of these assurances, Window Care shall:
  - a. ensure that a 'cover call' is made to each customer that has placed an order with Weatherseal and, unless it is not reasonably practicable (e.g if, for example, the customer has gone on holiday or cannot be contacted for some other reason), such 'cover call' is to be made within sufficient time to allow a customer to exercise their statutory cancellation rights;
  - b. in each such 'cover call' the appropriate call script is used (in the form of those attached at Appendices 5 to 7 of Eversheds' letter to the OFT on behalf of Window Care dated 16 October 2013 (as updated from time-to-time)) and the 'cover call' therefore includes confirming with Weatherseal's customer that:

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<sup>2</sup> With such worked examples to include, by way of illustrative example, (i) CPRs issues when selling in consumers' homes, (ii) dealing with different types of consumers and their individual circumstances and (iii) the information requirements of the CCA.

- i. the customer has received a copy of the contract;
  - ii. the customer has received any survey documents;
  - iii. the customer has received a copy of any credit agreement;
  - iv. the information held by Window Care (on behalf of Weatherseal) and the customer is the same;
  - v. the customer understands the nature of any credit agreement; and
  - vi. the customer wants to proceed with the transaction;
- c. where reasonably practicable, record all customer service calls with Weatherseal's customers and retain such call records for at least 6 months.
4. If one of Weatherseal's customers does not have a copy of their contract, survey or credit agreement, Window Care will ensure that the customer's order is not processed until copies have been received by the customer and a further 'cover call' has taken place.
5. An order for a Weatherseal customer will not be processed if, during the course of the 'cover call', Window Care's call operative forms the view that the customer is not mentally competent to continue with their order.

#### **Cancellation rights under the CCCHRs**

6. During any 'cover call' with a Weatherseal customer, Window Care will check that the customers have been provided with a copy of their contract which includes accurate information about their cancellation rights under the CCCHRs, including how and when they may cancel their contract and, where a customer of Weatherseal makes an enquiry about cancelling their contract, Window Care will provide that customer with accurate information about their cancellation rights.

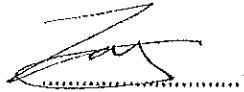
#### **Dealing with complaints and enquiries**

7. Window Care will ensure that complaints and enquiries made by customers of Weatherseal are dealt with in a timely, reasonable and professional manner.
8. Window Care will ensure that, where reasonably practicable, all calls made to customer services by customers of Weatherseal are recorded, and that records of calls are kept for at least 12 months.
9. Window Care will ensure that at least monthly compliance audits of customer complaints made by customers of Weatherseal are undertaken by the senior management team and acted upon, and that records of such audits are kept for at least 12 months.
10. Window Care will ensure that all complaints made by customers of Weatherseal and involving possible breaches of consumer protection legislation by customer services staff employed by Window Care are investigated by the senior management team and that, where appropriate, follow-up action is taken, including for example

disciplinary action against staff and attendance at compulsory refresher compliance training. Such investigations will be recorded in writing and the records will be kept for at least 12 months.

The above assurances are given by Weatherseal and Window Care (supported by their respective senior management teams) and, for the avoidance of any doubt, are not given as undertakings pursuant to section 219 of the Enterprise Act 2002.

Signed:



Signed:



On behalf of Weatherseal  
Home Improvements Limited  
and its company officers

On behalf of Window Care  
Limited and its company officers

Dated:

30/1/2014

Dated:

30/1/2014