



Driving Oil Distribution Forward

**Code of Practice  
for Domestic Supplies of Heating Oil**

**Effective from 1<sup>st</sup> September 2013**

This Code of Practice is mandatory for all FPS Members offering domestic heating oil supply. Members may display the logo of the FPS on their company documents and may promote this Code by using the logo on advertising materials and on tankers.

Members must make available to consumers copies of this Code of Practice on request and a notice to this effect must be included in any information available to consumers.

FPS Members have agreed to be subject to the complaints process, redress provisions and disciplinary criteria which accompany Code of Practice.

Consumer bodies and representatives have been consulted in the drafting of this Code. The FPS will consult these representatives during its planned bi-annual review of the Code or where a major change is required. A list of the bodies is available from the FPS.

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## **1. General Provisions**

- 1a This Code of Practice applies to Ordinary Members of the Federation of Petroleum Suppliers and their supply of heating oil to individual domestic customers.
- 1b This Code of Practice covers the way in which Members behave and deal with their customers. It does not cover the amount heating oil costs or how it compares with the costs of other fuels.

### **General Obligations**

- 1c Members will comply with all relevant laws and regulations.
- 1d Members must comply with this Code of Practice.
- 1e Members must ensure that all staff dealing with domestic orders are fully conversant with all aspects of this Code of Practice and their legal responsibilities. Staff must observe this Code and their legal responsibilities in all their dealings with consumers.
- 1f Members should provide a service consistent with fairness, integrity and best practice; and should not seek business by methods that involve dishonesty, deceit or misrepresentation.
- 1g Members must offer equality of professional service to any person and must not be involved in any plan or arrangement to discriminate against an individual or organisation.
- 1h Members must not take unfair advantage of any consumer. Members will take special care in dealings with consumers who may be vulnerable owing to, for example, their age, infirmity, disability or economic circumstances. Members should refer to the FPS policy for vulnerable people.
- 1i As an FPS member you must not take, or be involved in any action which would bring the FPS or this Code of Practice into disrepute.
- 1j Where any part of the supply of domestic heating oil is sub-contracted to another business, it is the responsibility of the member to ensure the provisions of this Code of Practice are met by the sub-contractor, whether they are a member of the FPS or not. Members must also inform customers where a delivery is to be made via a third party.

### **Publicity of the Code of Practice**

- 1k Members may use or display such material promoting this Code of Practice as is provided by the FPS. You may use the logo of the FPS to promote this Code of Practice on business documents, advertisements and on vehicles.
- 1l Members must make known that free copies of this Code of Practice can be obtained from the Oilsave website ([www.oilsave.org.uk](http://www.oilsave.org.uk)). The FPS will provide a free copy of the Code of Practice on request. You may also provide a copy of the 'customer charter' (annexe 1) from the same website.

## **2. Description of services provided**

- 2a Members will provide to consumers information and advice on the products and services they provide for domestic customers.
- 2b Members will not provide fuels which do not conform to approved standards without the express agreement of the customer.
- 2c Members will make every endeavour to keep to delivery schedules. Where factors outside of the distributors control impact on deliveries, e.g. bad weather or fuel shortages, then delivery times will be affected. Where normal delivery schedules cannot be met Members will take all reasonable steps to inform end users of delays.

## **3. Fairness in contracts**

- 3a Members' terms of business with domestic customers must be consistent with the provisions of this Code and comply with current law relating to the use of unfair terms in consumer contracts. Where this Code is in conflict with current UK legislation, UK legislation will take precedence.
- 3b Terms of Business should be written in plain and intelligible language.

## **4. Payments and charges**

- 4a Members shall make available to customers clear explanations of the range of order and payment options which are available for consumers prior to placing an order or contracting with a member. If requested by the customer, these will be explained before an order is placed.
- 4b Any charges linked to any payment type, for example a charge for credit card use, must be either clearly indicated in the Terms of Business, and additionally advised at the time of payment. Where such charges are levied they shall only cover the direct costs borne by the distributor for such services. Members must make alternative, non-chargeable methods of payment available.
- 4c All conditions relating to when payments are to be made and charges for late payment shall be made clear.
- 4d When a quote is provided to a customer, any duty and/or VAT component must be included.
- 4e Customers on monthly payment plans will have, as a minimum, an annual statement showing the payment and expenditure on the account and the balance. The current balance should be available at any time to the customer, on request, free of charge. If an excess exists then, if requested, it must be returned to the customer within 21 days.
- 4f On cancellation of any monthly payment plan, the customer will be provided with the detail of their account balance and where an excess exists the amount must be refunded in a reasonable time, but not later than 21 days from the cessation of the

plan. If the account is in debit then the end user must repay the outstanding balance as agreed by the distributor when the account is terminated.

- 4g Should a customer make a payment for an order which exceeds the actual payment agreed, then the distributor will discuss with the customer the options for dealing with the excess payment. E.g. offer a full refund or retain the excess towards the cost of the next order.
- 4h Where a customer is unable to meet a payment deadline the member will, in the first instance, discuss the situation with the customer and come to an agreement with the customer regarding payment that is based on the customer's ability to pay.
- 4i A Member will not pressurise harass or exert undue influence on a customer in order to elicit an outstanding payment.
- 4ji A Member will make reasonable attempts to resolve debt issues and court action should be seen as a last resort. Where appropriate members should also provide information regarding support agencies (e.g. Citizens Advice) to customers.

## 5. Describing and pricing delivery options

- 5a A Member will clearly define the type of delivery options available to consumers and how prices are notified for those options. This information will be made available for consumers separately to any terms and conditions. Where Members use any of the following phrases to describe a delivery option they shall have the meaning given in the Code. Members may use other descriptions provided the option and its price indication is clear to consumers.

### Single orders

- 5b **Spot** shall mean a one off order taken for delivery within a normal time frame for the area, typically three to seven days. The customer shall be given a price in pence per litre including VAT and informed of any other duties or charges that are to be made to the order.
- 5c When taking an order and when requested by the end user a final total price, agreed by both parties, will be given to a consumer, and will be the total cost of the order including all taxes. The unit price per litre will not be subject to change unless due to an change in duty or VAT which may be applied by HMRC between the time of order and delivery.
- 5d **Urgent or Emergency** shall mean a one off order taken for delivery within a limited time frame of a maximum two days. The customer shall be given a price in pence per litre including VAT and informed of any other charges that are to be made to the order. Urgent or emergency orders will not be taken if the distributor is not able to comply with the shortened delivery schedule. Where a distributor makes any charge for such an order this charge will be made clear to the customer before the order is placed.

- 5e Where delivery times are disrupted, for example by fuel shortage or bad weather, the delivery may be subject to reasonable delay but the agreed price will not be changed. During such disruption a customer should only be given a price once it can be agreed and will not be subject to change. If disruption is foreseen, then prices should not be fixed until such a time as the delivery can be made without altering the price unless due to an change in duty or VAT which may be applied by HMRC between the time of order and delivery.

### **Contracted deliveries**

- 5f A contracted delivery is deemed to be in cases where a formal written contract has been seen and agreed by both parties and signed.
- 5g For all such contracted deliveries the contract must contain, as a minimum, the following clauses:
- When the order for oil/the contract comes into effect and duration
  - Price – including an awareness of the change in unit prices and how such changes will be notified (unit prices should still be given in any order and regularly in statements)
  - How payment is made
  - A clause describing the goods
  - How delivery will be effected
  - How delivery problems and quantity issues will be dealt with.
  - Exclusions, from the distributors liability and any limits on liability thereon
  - Title to the goods, risk in the goods and when the same passes from distributor to consumer
  - When the contract can be terminated (including non-payment)
  - Set out what happens if something stops a delivery that is outside of the distributor's control (e.g. an act of God)

## **6. Cancellation of orders and contracts**

- 6a Members' terms will contain clear and fair conditions about the cancellation of orders and contracts. These will be made readily available to consumers.

### **Cancellation of single orders by consumers**

- 6b A consumer shall be able to cancel an order, without charge, up to the day before an agreed delivery date.
- 6c Where a customer cancels an order after the cut of period in clause 6b they may be liable for a charge. If such a charge is to be levied the customer will be informed at the time of cancellation the charge that the Member will apply. If no fee or charge is made known at the time of cancellation then one will not be applied at a later date.

## **7. Quantity and delivery information**

- 7a Members will provide consumers in a timely manner with clear information about the product and quantity delivered. Members will make it clear to consumers any minimum delivery volume requirements in relation to an order or contracted delivery.
- 7b Members will make reasonable checks to ensure that a delivery can be made safely and in compliance with all laws. All deliveries will comply with national weights and measures legislation.

### **Delivery notes**

- 7c Where temperature corrected deliveries are used a member must make this known to a consumer and clearly mark it on any delivery note.
- 7d All delivery notes will contain information on the product delivered, quantity, the Members name, address and contact details.

### **Failed or partial deliveries**

- 7e Once a member is at the place of delivery and a delivery has to be aborted for any reason, The reason must be recorded and communicated to the customer as soon possible.
- 7f Valid reasons include - locks preventing access the property or tank, dangerous or uncontrolled pets that might interfere with a delivery, driver personal safety, environmental damage such as leaks or spills, insufficient tank capacity, or any tank which is not compliant with current legislation that in the driver's professional opinion represents a risk.
- 7g Where a delivery is aborted through no fault of the distributor, the existing contract may be deemed void and the customer be required to replace the order. A distributor may levy a reasonable charge for this, but any such charge must be made clear to the customer.

### **Mis-deliveries**

- 7h Where a delivery is made to the wrong address the distributor will take all reasonable steps to resolve the situation by either;
- Agreeing with the recipient a date for collection of the mis-delivered volume.
  - Agreeing payment terms with the recipient for the mis-delivered volume.
  - By reaching any other mutually acceptable course of action.

Where such agreements cannot be made the distributor may take legal action to effect the recovery of the delivery or the cost thereof.

## **8 In-house Complaints Handling**

- 8a Members must maintain and operate an in-house complaints procedure. Such procedures must be in writing; explain how to complain to your business and the time frame in which a complaint will be investigated; be readily available for

consumers, in each office to which the public have access and be available for inspection by the FPS. Members are encouraged to have this information on their websites.

- 8b All verbal and written complaints should be recorded by you.
- 8c Members agree to deal with any properly appointed representative of a complainant, such as a Citizen Advice/Trading Standards officer or appropriate relative.
- 8d A proper and prompt investigation must be undertaken into all complaints. The receipt of all complaints must be acknowledged within a maximum of five working days. The outcome of your investigation must be given to the complainant within a maximum of 30 working days. Where resolution of a complaint is likely to take a long time, e.g. remediation of a spill, then the agreed way forward should be agreed within the 30-day period and not necessarily the full resolution to the problem. Where necessary a senior member of staff be directly involved in the transaction should deal with the complaint.
- 8e Any conclusion of an investigation must be communicated to the customer in writing, including your final view and any offer being made. The communication must also advise that the matter can be referred to the FPS and the Retail Ombudsman and provide the contact details to make the referral.
- 8f After an offer has been made there may be a period when the parties wish to negotiate. This should not become protracted and must not exceed 8 weeks. By the end of this period a full and final offer will be made by the member advising that the matter can be referred to the FPS and the Retail Ombudsman and provide the contact details to make the referral.
- 8g Where a complaint has been made in writing (including email) the result of the investigation must be in writing.
- 8h The in-house complaint investigation will be at no cost or charge to the consumer unless:
  - The investigation has required the use of third parties (e.g. a testing laboratory)
  - The customer requires copies of documents.

In these cases, a reasonable charge may be levied although the customer must be advised of the charges beforehand.

## **9. Complaint referral to the FPS**

Following the adoption of Alternative Dispute Resolution for Consumer Disputes (Amendment) (No. 2) Regulations 2015 in to UK law, the FPS has now retained the services of UtilitiesADR to handle complaints regarding its members.

The new regulations require that:

If after a period of 8 weeks a complaint has not been settled between a consumer and

their supplier, the complainant should have access to a registered Alternative Dispute Resolution body.

A recommended Alternative Dispute Resolution body was chosen because:

- UtilitiesADR is independent from the FPS and its Members
- UtilitiesADR is well respected
- It is better for both parties to have a body with industry knowledge and experience reviewing the complaint
- A knowledgeable body should come to a resolution more quickly
- The Ombudsman has an excellent online complaint recording system

The FPS will publish on its Oilsave website ([www.oilsave.org.uk](http://www.oilsave.org.uk)) the process and time frame for the complaints process.

9a When reaching the prescribed limit for in house complaints handling, or sooner if any resolution does not seem possible, the company should advise the consumer that as an FPS Member they are members of a Government Authorised Alternative Dispute Resolution Scheme and refer them to UtilitiesADR.

9b The complaint handler reviews the complaint from the consumer and gathers any supporting evidence from the complainant.

9c The complaint handler submits the complaint to the FPS member for a response, detailing the data and evidence they expect to receive. Following the FPS Members response, the complaint handler obtains the complainants comments (if necessary/appropriate).

9d When the complaint handler is satisfied that all relevant information/evidence has been gathered, the complaint handler will confirm to both parties that they have a complete complaints file.

9e The complaint handler considers if an early resolution is possible and, if so, makes a “recommendation” to both parties

Alternatively, either party may decide to continue with further legal proceedings and any subsequent court case.

9f If it is not possible, or if one or both parties rejects the recommendation, the complaint is passed to an Arbitrator

9g The complainant has the right to pursue a claim through the civil courts at any point in the process including after an award has been made.

9h Information regarding a complaint, its investigation and outcome may be used by the FPS as part of its compliance and monitoring procedure as well as in taking disciplinary action.



## **10. Code compliance and monitoring**

- 10a The FPS will advise Members of how it will monitor and publish information about this Code of Practice. You must comply with the requirements of the FPS in any code compliance monitoring, procedure or investigation.
- 10b FPS monitoring will include contacting complainants and customers to seek feedback on a member's performance against the Code criteria. Wherever possible you will assist the FPS in gaining permission for contacting consumers to be used in any monitoring process to ensure compliance with the Data Protection Act. Otherwise the FPS will seek to contact the consumer via alternative routes such as the complaint registered with the FPS
- 10c The FPS will make publicly available key performance indicators against the Code criteria when so requested by appropriate bodies.
- 10d The FPS will provide an annual report on the performance of the Code and its Members when so requested by appropriate bodies.

### **Non-Compliance with the Code**

- 10e The FPS will advise Members on how it grades non-compliance and the disciplinary actions they may face for non-compliance. The FPS will consider allegations of non-compliance with this Code brought to its attention by whatever means.
- 10f Any non-compliance investigation or disciplinary action taken by the FPS will proceed independently of the member's or the FPS complaint investigation process.
- 10g Where the FPS finds there have been minor breaches of this Code, the FPS will seek to bring the member in to compliance with the Code through discussion and a concluding letter highlighting the issue, observations, any agreed remedies and a promise not to repeat.
- 10h More serious non-compliance, which may include repeated minor non-compliance, will be dealt with by the FPS Disciplinary Committee. Where more serious non-compliance is found a review of Membership will be Practiced through a process of a formal meeting with the member, which may lead to final warning and expulsion with immediate withdrawn of the rights and privileges of Membership and the forfeiting of any outstanding subscriptions.
- 10i Any non-compliance that is regarded as a serious breach of the Code may be referred direct to the FPS Disciplinary Committee for consideration of expulsion. Where such a referral is made the member will be advised of this and the reason for such a referral.
- 10j Any member issued with a warning or sanction has the right to make a representation to the FPS Council appealing the decision.

## 11. Glossary of Terms

In this Code, the following interpretations and definitions apply:

- 11a All references to the masculine include the feminine and to the singular include the plural.
- 11b **Complainant.** Someone who is an actual or potential customer for domestic heating oil making a complaint against a Member. Where appropriate, this definition includes a Complainant's properly appointed representative.
- 11c **Consumer.** A domestic customer of heating oil
- 11d **Days.** Means working days - Monday to Friday excluding bank and other public holidays
- 11e **Harass/Harassment.** Means to act in a threatening or oppressive manner likely to cause alarm and/or distress.
- 11f **Member.** An ordinary member of the FPS who supplies domestic heating oil and their employees or representatives
- 11g **Unit price.** The price per litre including VAT and duty
- 11h **Written or in Writing.** Includes typed or hand-written letters or notes, emails and faxes, or, where appropriate, on a printed delivery ticket.
- 11i **You.** Applies to all those FPS Members bound by this Code, their staff and consultants.