

The Highway Electrical Association (HEA) was formed in 2011 from ASLEC – the Association of Signals, Lighting and other highway Electrical Contractors – and HEMSA – the Highway Electrical Manufacturers and Suppliers Association. ASLEC – formed in 1952 – had been the recognised voice of the highway electrical contracting industry in the UK; HEMSA – formed in 1998 – had been the recognised voice of manufacturers and suppliers of products and services, other than contracting services, to the highway electrical contracting industry in the UK. The Highway Electrical Association (HEA) is formed of Members ranging from small businesses to multinational companies with all members meeting the HEA Membership criteria as set out by Council as well as the ongoing audit requirements of the HEA. The HEA is dedicated to improving and maintaining standards in the industry, so that all clients of HEA members can have confidence that they are receiving value for money. In particular, HEA Client Members are able to demonstrate their current and ongoing competence arrangements through compliance with this Code of Conduct. Compliance with this Code of Conduct is mandatory on all HEA Members, and whilst no code can cover every instance or every detail of practice and behaviour, its effectiveness is dependent on HEA Members observing the spirit, as well as the letter, of the Code. This also depends on HEA Members regulating themselves, in part, through their own internal review or audit processes. This Code of Conduct has been prepared by reference to guidance available through the Competition & Markets Authority web-site and in full consultation with HEA Members.

Standards of Service — As an HEA Member, we shall:

1. General

- 1.1 be clear and open in our dealings with clients, suppliers and employees
- 1.2 trade fairly, responsibly and professionally and in particular ensure that products specified, proposed or used are CE marked where so required with Declarations of Conformity or Performance as relevant and associated test results
- 1.3 behave at all times with honesty and integrity
- 1.4 hold appropriate types and levels of insurance
- 1.5 select materials that provide value for money for the client
- 1.6 ensure that all work carried out is to a good standard and meets industry requirements
- 1.7 not approach employees of other organisations directly in order to offer employment to them
- 1.8 not conduct our business in any manner likely to bring the HEA or its members into disrepute

2. Health, Safety, Environment and Competence

- 2.1 be registered to ISO 9001, extended to include NHSS8 where applicable, with a UKAS accredited Certification Body, or equivalent (n/a to HEA Client or HEA-HEMSA Associate Members)
- 2.2 Be registered to the National Inspection Council for Electrical Installation Contracting (NICIIC) or ECA Certification Scheme or equivalent (including the HEA Electrical Inspection Service) as decided by the HEA Council where electrical installation or maintenance works are carried out (n/a to HEA Client or HEA-HEMSA Associate Members)
- 2.3 have a documented and communicated Health and Safety Policy reviewed at least biennially
- 2.4 have documented and communicated risk assessments
- 2.5 have a system for recording, investigating, reviewing, and where practicable reducing accidents at work and make statistics available to the HEA on demand
- 2.6 have access to competent H&S advice
- 2.7 have a documented and communicated Environmental Policy
- 2.8 ensure that those carrying out work, including design work, are competent
- 2.9 ensure that anyone or any organisation that we order work, services or products from, is appropriately competent

3. Training and Registration

- 3.1 be registered to the Highway Electrical Registration Scheme (HERS) where site works are carried out by registrable employees
- 3.2 ensure that all (100%) of our registrable employees are registered to HERS except in the instances of new employees (including trainees) or TUPE transfers who will be registered before carrying out non-directly supervised work on site and in accordance with clause 3.3
- 3.3 ensure that all registrable employees are registered to HERS within 12 months of commencing employment
- 3.4 ensure that all sub-contractors within the scope of HERS are registered to it and are using HERS registered personnel on their works
- 3.5 ensure that all relevant training is delivered in accordance with the Highway Electrical Training Specification
- 3.6 ensure that relevant employees are aware of the contents of this Code of Conduct

4. Contract information and guarantees

- 4.1 use clear and fair contract conditions (preferably standard terms and conditions)
- 4.2 ensure where practicable that timely notice is given of any delays in delivery of the product or service
- 4.3 ensure that any guarantees or warranties are set out clearly

5. Advertising and logos

- 5.1 ensure that all advertising or marketing communications are legal, decent, honest and truthful
- 5.2 ensure that advertising or marketing communications are not misleading or likely to be misleading, by inaccuracy, ambiguity, exaggeration, omission or otherwise and that it complies with relevant statutory requirements including the Control of Misleading Advertisements Regulations 1988 (as amended by the Control of Misleading Advertisements (Amendment) Regulations 2000) which implement EU Directives 84/450/EEC and 97/55/EC on misleading and comparative advertisements.
- 5.3 ensure that all advertising or marketing communications comply with any relevant code of advertising including the British Codes of Advertising, Sales Promotion and Direct

Marketing

- 5.4 ensure that all advertising or marketing communications are prepared with a sense of responsibility to consumers and to society and respects the principles of fair competition generally accepted in business
- 5.5 ensure that no advertising or marketing communications bring the HEA, HEA Members or advertising into disrepute
- 5.6 ensure that the HEA or HEA-HEMSA logo is used as supplied by the HEA, only so long as we remain a member of the HEA and are in full compliance with this Code. The HEA or HEA-HEMSA logos are only to be used in conjunction with our HEA Membership number
- 5.7 use the HERS logo only in full compliance with the HERS logo rules
- 5.8 use the Highway Electrical Skills Academy (HESA) logo only where we are a Highway Electrical Skills Academy Approved Training Organisation and in full compliance with the Approved Training Organisation requirements and in conjunction with the words "Highway Electrical Skills Academy Approved Training Organisation"
- 5.9 ensure that the HEA, HEA-HEMSA, HERS and HESA logos are not used in such a way as to imply or state that the organisation which has granted permission for the use of the logo endorses or approves any services or products supplied by us
- 5.10 Comply with the HEA Exhibition rules as set out in the HEA Bylaws, when exhibiting at HEA events

6. Intellectual Property

6.1 It is recognised that as part of HEA members competitive position, that they rely on innovation, creativity, quality, and brand exclusivity. HEA Members recognise the importance of Intellectual Property rights and will abide by all relevant Intellectual Property legislation and good practice guidance. HEA Members will not seek to gain unfair competitive advantage through the application of unreasonable intellectual property rights applications or claims, nor to attempt to circumvent intellectual property rights through copying, abuse or other infringement of intellectual property rights.

6.2 In particular, HEA members will not infringe intellectual property rights by falsely claiming them or passing them off as their own – for example through explicit or implicit statement of action or by omission (e.g. taking the design from one organisation and passing it to another for pricing, assembly, manufacture of or any other reason of commercial gain; use of a logo when not explicitly permitted to use it). Members receiving information which includes Intellectual Property such as patents, trade marks, design or design elements shall make reasonable endeavours to establish ownership of said Intellectual Property and to seek confirmation from the owner that they are able to use the Intellectual Property, or in the absence of establishing the owner, seek confirmation from the party requesting their goods or services that they have permission from the Intellectual Property owner to act as their agent in this capacity.

7. Payments

- 7.1 pay suppliers on time within the terms agreed at the outset of the contract, without attempting to change payment terms retrospectively and without changing practice on length of payment for smaller companies on unreasonable grounds
- 7.2 give clear and easily accessible guidance to our suppliers (of goods or services) on payment procedures
- 7.3 communicate our complaints and disputes system to our suppliers
- 7.4 advise our suppliers promptly if there is any reason why an invoice will not be paid to the agreed terms

8. Complaints

- 8.1 have in place speedy, responsive, accessible and user friendly procedures for dealing with written (by email or letter) complaints, irrespective of the source of complaint (e.g. whether individual, organisation or representative)
- 8.2 ensure that all appropriate staff, especially "customer facing staff" are familiar with the complaints procedure
- 8.3 advise our clients that complaints should, in the first instance, be directed towards the HEA member themselves wherever practicable
- 8.4 acknowledge receipt of all complaints within 5 working days of receipt
- 8.5 seek to resolve any complaint within 20 working days of receipt
- 8.6 advise our clients that should they be unable to resolve the complaint, that clients may contact the HEA office or HEA Chief Executive, who will then investigate the complaint and refer the matter if required to either a panel consisting of the President, Vice President, Immediate Past President and the Chief Executive or to the next relevant Council meeting. In any event, the complaint and the results of any investigation

will be communicated to the relevant Council; with summary information being communicated to HEA members as part of the Annual Report.

- 8.7 make any complaint we may have in respect of another HEA Member direct to that member in the first instance and if not resolved within a reasonable timeframe to the HEA office or HEA Chief Executive, who will then investigate and report back
- 8.8 keep a record of all complaints received and the action taken for review by the HEA auditor or HEA Chief Executive

9. Compliance Audits

- 9.1 provide access to HEA auditors on at least a biennial basis to audit compliance with this code
- 9.2 not willfully or unintentionally obstruct the auditor in their duties, nor seek to rearrange the date of audit without good reason
- 9.3 preferably agree with the auditor the actions to be taken, their commencement date and their target completion date
- 9.4 complete any incomplete action plan start dates within a maximum of four weeks from the date of the audit, and shall progress outstanding actions without further delay
- 9.5 complete the audit action plan to show the actions carried out and their completion date

10. Disciplinary Procedures

If any infringement of this Code is alleged against a Member and is not satisfactorily resolved by direct communication with the Member in the case of Member to Member complaints - the HEA office will write to the Member within 10 working days (to allow initial investigation into the veracity of the allegation) requesting information and supporting evidence. The Member shall respond to the HEA office within 15 working days.

Where the Chief Executive considers that a breach of the Code has taken place, a proportionate response will be agreed with a panel consisting of the President, Vice President, Immediate Past President and the Chief Executive or as agreed at the next relevant Council meeting. This response may include additional audits, including site audits.

If the decision is taken to suspend or terminate membership, the Member will be advised of this at least 14 days in advance of the next relevant Council meeting, and may make representation in writing or in person to that meeting. Any member aggrieved by a decision of the relevant Council to expel them shall be entitled to requisition an extraordinary general meeting for the purposes of appeal.

Review of this Code of Conduct

The HEA Member Code of Conduct will be reviewed from time to time as determined by the Councils or by the members at a General Meeting or both.

Signed: *John Halliday*

Date: *7th March 2019*

Position: *Managing Director*

For and on behalf of:

Simmansigus Ltd.