

These obligations apply to all businesses who are members of The Property Ombudsman (TPO) scheme, including those who are registered for the minimal legal redress requirement.

Best Practice

In considering complaints, the Ombudsman will have regard to what is generally accepted as good practice in the industry as defined by the TPO Codes of Practice. Where relevant they will consider the rules of conduct of any associated trade body. The Ombudsman will also take into account appropriate laws relating to a business including current and relevant primary and secondary legislation.

General Provisions of Membership

- In accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, you must include TPO's name and website address on your website, within your terms of business and within any other sales or service contract you agree with a consumer.
- It is also a requirement under the Consumer Rights Act 2015 that letting and managing agents in England make customers aware of their membership of TPO and, together with letting and managing agents in Wales, disclose their fees, charges and client money protection cover at the earliest stage in the transaction. This information must be included on agents' websites, within their terms of business and prominently displayed within their Offices. Regardless of the services offered and the location of agents' offices, this information should be provided by all TPO members as early in the transaction as is practicable and, in any event, at the point of instruction.
- The relevant TPO logo, dependent on membership, registration or RLM, must be displayed on office windows, websites and letterheads as well as being included on property particulars and advertisements. You must prominently display copies of the TPO consumer guide leaflet in all your offices.
- You must ensure that all staff are fully conversant with all aspects of the relevant codes or rules of conduct in addition to their legal responsibilities. Such staff must observe these obligations in all their dealings with consumers and have a good working knowledge of all current and relevant legislation.
- You must always act within the law in the conduct of your business.
- You should provide a service consistent with fairness, integrity and best practice; and you should not seek business by methods that are dishonest, deceitful, manipulative or involve misrepresentation. You must avoid any course of action that can be construed as aggressive behaviour or harassment.
- You must treat consumers equally regardless of their age, disability, race, gender reassignment, marital or civil partnership status, pregnancy or maternity status, religion or belief, sex or sexual orientation. Unlawful discrimination includes giving less favourable treatment because someone is perceived to have one of these personal characteristics or because they are associated with a person with such a characteristic.
- You should take special care when dealing with consumers who might be disadvantaged because of factors such as their age, infirmity, lack of knowledge, lack of linguistic or numeracy ability, economic circumstances, bereavement or do not speak English as their first language.
- You must not release or use confidential information for any purpose other than that for which it was given by consumers, unless legally required to do so. Personal data should be processed in line with data protection legislation and your business's privacy notice.
- Save where you are required to delete such records sooner under applicable law, you must keep clear and full written records for at least six years and produce them when required by the Ombudsman and/or any enforcement authority, such as Trading Standards.
- You must avoid any conflict of interest. You must disclose at the earliest opportunity in writing to your client or any relevant third party, any existing conflict of interest or any circumstances which might give rise to a conflict of interest.
- You must ensure that all advertising and marketing material must be legal, decent, honest and truthful.
- You must ensure that clients are provided with written details of your terms of business which must be clear, fair and incorporate details of your complaints handling procedure and your membership of TPO.
- You must ensure that any client money is held separately in a designated client account and, where appropriate, you are a member of an authorised Client Money Protection Scheme.
- You must have appropriate professional indemnity insurance to ensure your customers do not suffer loss as a result of any negligent act.
- You have a legal obligation to register with HMRC for Anti Money Laundering (residential sales agents).
- You have a legal obligation to register with The Information Commissioner's Office (ICO) to allow you to process personal information.
- You acknowledge that TPO membership is per legal entity and fees are payable per branch trading under that legal entity based on the application or renewal date. Those operating with the same trading name but as a separate entity, partnership, sole-trader or as a self-employed person/contractor (within the same branch or an alternative branch) would be required to apply for membership in their own right completing the Membership Deed and Application Form. You acknowledge that you are required to register each branch under your legal entity and that you will notify TPO at the earliest opportunity of any branches added or closed. You acknowledge that TPO subscriptions are non-

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Membership Enquiries: 01722 335 458 Email: membership@tpos.co.uk | accounts@tpos.co.uk | membershipcompliance@tpos.co.uk

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refundable for closed branches. In addition, you will help us in any matters that arise in connection with any of your branches (whether owned, separately owned or franchised).

- You accept annual subscription fees and any discounts offered are published on the TPO website which are subject to review at 1 January each year with a minimum increase for inflation in line with the Consumer Price Index (CPI) or as required to meet the cost of providing the service. Revised rates will be published by 30 November of the preceding year.

In-house Complaints Handling

- You are obliged under your terms of membership to maintain and operate an in-house complaints procedure. Such procedures must be in writing and available on your website and in your offices in writing; explain how to complain to your business and to the Ombudsman and be readily available in each office for consumers.
- All verbal and written complaints must be recorded by you at the time they are made.
- You must agree to deal with any properly appointed representative of a Complainant.
- Property Agents that have agreed to abide by TPO's Code of Practice must also adhere to the specific timescales relating to complaints and complaint handling. The Ombudsman will require Property Agents registered for redress only to abide by TPO's Code of Practice timescales as best practice when reviewing complaints.
- Once you have fully investigated a complaint, a written statement of your final view, and including any offer made, must be sent to the Complainant. This letter must also tell the Complainant how the matter can be referred to the Ombudsman, include TPO's contact details and point out that any such referral by the Complainant must be made within 12 months of your final view.
- If a complaint is referred to TPO, the Ombudsman will require you to provide your branch/company file and other relevant documentation. You have a responsibility to provide all documentation relevant to your response, at the time of submitting your company file.

Referrals to the Ombudsman

- You must co-operate with any investigations by the Ombudsman being conducted in accordance with their Terms of Reference.
- You must comply with any award and/or direction made by the Ombudsman against you and accepted by the Complainant and which is binding upon you under the Membership Deed and Application Form, these Obligations and TPO's Terms of Reference.
- You must pay the Complainant the amount of any such award if accepted by the Complainant within the period for payment required by the Ombudsman. You can pay on a without prejudice basis.
- Failure to conform to these obligations could result in referral to the TPO Compliance Committee (CC) in accordance with TPO's Terms of Reference. The document containing the CC's terms of reference, guidance and procedures is issued when you join the scheme and is available to download from the website.

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