

---

## COMPLAINTS HANDLING PROCEDURE

---

### 1. Definitions and Interpretation

1.1 In this Complaints Handling Procedure the following expressions have the following meanings:

<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
<b>“Complaint”</b>	means a complaint about our goods AND/OR services, about our customer service, or about our employees, agents, subcontractors, services;
<b>“Complaints Policy”</b>	means our customer complaints policy, available from <a href="https://eversmart.co/complaints-policy/">https://eversmart.co/complaints-policy/</a> ;
<b>“Complaint Reference”</b>	means a unique code assigned to a Complaint that will be used to track that Complaint;
<b>“Customer”</b>	means a customer of ours and includes potential customers (no purchase necessary);
<b>“Data Protection Policy”</b>	means our data protection policy, available from <a href="https://eversmart.co/gdpr-policy/">https://eversmart.co/gdpr-policy/</a> ;
<b>“Decision Letter”</b>	means a letter informing a Customer of the outcome of their Complaint;
<b>“Investigation Report”</b>	means a report detailing the investigation of a Complaint;
<b>“Recommendation”</b>	means the recommended resolution to a Complaint made by the staff member handling a Complaint; and
<b>“Resolution Action”</b>	means the available actions to be taken in response to a Complaint as detailed in Section 6.

### 2. What this Complaints Handling Procedure Covers

2.1 This Complaints Handling Procedure applies to Complaints pertaining to the sale of goods AND/OR the provision of services by us, to our customer service and to our employees, agents, subcontractors, services.

2.2 For the purposes of this Complaints Handling Procedure, any reference to EVERSMART also includes our employees, agents, subcontractors, services.

2.3 Complaints may relate to any of our activities and may include (but not be

limited to):

- 2.3.1 The quality of our customer service;
  - 2.3.2 The behaviour and/or professional competence of **our** employees, agents, subcontractors, services;
  - 2.3.3 Delays, defects or other problems associated with the sale of goods;
  - 2.3.4 Delays, defects, poor workmanship or other problems associated with the provision of services;
- 2.4 The following do not constitute Complaints. Customers raising such questions or matters should be addressed accordingly:
- 2.4.1 General questions about our goods AND/OR services;
  - 2.4.2 Returns of damaged, faulty, incorrect or unwanted goods for exchange or refund in accordance with **our** <https://eversmart.co/tos-goods-to-consumers/> & <https://eversmart.co/tos-goods-to-business/> where there is no further complaint;
  - 2.4.3 Matters concerning contractual or other legal disputes;
  - 2.4.4 Formal requests for the disclosure of information including, but not limited to, those made under the Data Protection Act;

### **3. Receipt and Recording of Complaints**

- 3.1 Customers may make Complaints using any of the following methods:
  - 3.1.1 By email, addressed to [complaints@eversmart.co](mailto:complaints@eversmart.co);
- 3.2 Upon receipt of Complaints, the following steps shall be taken within 14 Business Days:
  - 3.2.1 If a written Complaint is received by email, it shall log and record the complaint into our complaint log;
- 3.3 All Complaints shall be given a Complaint Reference and the investigation thereof shall begin within 14 Business Days.
- 3.4 All Complaints shall be acknowledged in writing within 14 days of receipt. The acknowledgement shall inform the Customer of their Complaint Reference, by whom their Complaint is to be handled, and shall include copies of our Customer Complaint Policy and this Complaints Handling Procedure.

### **4. Complaint Information**

- 4.1 Customers are advised in our Complaints Policy that the following information should be provided in as much detail as is reasonably possible when making a Complaint:
  - 4.1.1 The Customer's name, address, telephone number and email address, indicating any preferred method of communication;

- 4.1.2 If the Customer is being represented by a third party, the information set out in Section 4.1.1 should be provided in reference to both parties;
  - 4.1.3 If the Complaint relates to a particular transaction, the reference, e.g. order number, invoice number etc.;
  - 4.1.4 If the Complaint relates to a particular employee, agent, subcontractor, the name and, where appropriate, position of that employee, agent, subcontractor;
  - 4.1.5 Further details of the Complaint including, as appropriate, all times, dates, events, and people involved;
  - 4.1.6 Details of any documents or other evidence on which the Customer wishes to rely in support of the Complaint;
  - 4.1.7 Details of how the Customer would like EVERSMART to resolve the Complaint. Whilst we undertake to make all reasonable efforts to accommodate such requests, however, we are not bound to take any action beyond that which we may be contractually or otherwise legally obliged to take.
- 4.2 If the information detailed in Section 4.1 is missing, insufficiently detailed, or incomplete, the Customer should be contacted within 14 Business Days, requesting further information.

## **5. Complaints Handling**

- 5.1 Upon receipt of a Complaint, the Complaint shall be considered and a decision made within 14 Business Days whether to:
- 5.1.1 Investigate the Complaint fully if it is considered to be valid, in which case the procedure should resume from Section 5.3; or
  - 5.1.2 Dismiss the Complaint if it is considered to be invalid, in which case the Customer shall be informed of the decision in writing within 14 Business Days.
- 5.2 Subject to delays arising from circumstances beyond beyond the reasonable control of the staff member handling the Complaint (including, but not limited to, delays in other persons responding to communications), Complaints shall be fully investigated and decided upon and a Recommendation made within 28 days.
- 5.3 If the Complaint relates to (a) particular employee(s) ,agent(s), subcontractor(s), (a “Complainee” or “Complainees”), the Complainee(s) in question shall be informed of the Complaint and meetings AND/OR telephone calls shall be arranged as required to discuss the Complaint. In such cases, the Complainee(s) should not, under any circumstances, contact the Customer directly regarding the Complaint. If the Customer contacts the Complainee(s) directly regarding the Complaint (which they are requested not to do in our Complaints Policy), the Complainee(s) should respectfully refuse to discuss the matter, referring the Customer to Section 5.4 of **our** Complaints Policy. Any such contact should be reported to the staff member handling the Complaint.
- 5.4 If additional information or evidence in support of the Complaint is required,

the Customer shall be contacted using the Customer's preferred method of communication, stating clearly what information or evidence is required. Customers should be respectfully reminded that any delay in their response to such a request may delay the resolution of their Complaint, as per Section 5.5 of **our** Complaints Policy.

- 5.5 If a Customer is unable or unwilling to provide information or evidence requested under Section 5.5, reasonable endeavours shall nevertheless be used to resolve the Complaint. If, however, it is not possible to uphold the Complaint in the absence of the requested information or evidence, the Complaint may be closed and the Customer informed of the outcome in accordance with Sections 5.9 to 5.12.
- 5.6 The Complaint shall be examined and evaluated, taking full account of all relevant statements, information, evidence and circumstances. Full objectivity and fairness shall be maintained at all times.
- 5.7 During the investigation of the Complaint, all records, information, employees, agents, subcontractors, services that may be necessary to enable an impartial and thorough investigation shall be made available.
- 5.8 Following examination of the Complaint, a decision shall be reached within the time period set out in Section 5.3 (subject to the exceptions noted therein). Resolution Actions that may be chosen are set out in Section 6.
- 5.9 Once a decision has been reached under Section 5.9, an Investigation Report and Decision Letter shall be sent to the Customer by first class post or by email, as appropriate. Decision Letters shall set out the decision and the Resolution Action(s). The Customer shall also be reminded of their right to seek External Resolution of their Complaint.
- 5.10 If a delay either occurs or is considered likely to occur at any stage of this procedure, the Customer should be informed using his or her preferred communication method. The Customer should be informed of the length or likely length of the delay and the reasons therefor.

## **6. Resolution Actions**

When handling Complaints the following Resolution Actions may be selected, as appropriate to the facts and circumstances of a Complaint:

- 6.1 Take action immediately;
- 6.2 Agree on a proposed course of action and appointment date;

## **7. Implementation of Resolution Actions**

Upon the conclusion of a Complaint, the Resolution Action(s) settled upon shall require implementation in a timely manner.

## **8. Recording of Resolution Actions**

- 8.1 Upon the conclusion of a Complaint and the implementation of the applicable

Resolution Action(s), log and record the complaint into our complaint log.

## **9. Confidentiality and Data Protection**

- 9.1 All Complaints, Appeals, evidence and other information gathered, held and processed under this Complaints Handling Procedure shall be treated with the utmost confidence at all times. Such information may be shared with employees, agents, subcontractors, services of EVERSMART only to the extent required to resolve the Complaint in question in accordance with this Complaints Handling Procedure.
- 9.2 In the event that the details of a Complaint are to be used for training or quality improvement purposes, in which case they may be shared with other employees, agents, subcontractors, services of EVERSMART beyond the scope of this Complaints Handling Procedure, the relevant Customer's express permission must first be sought using that Customer's preferred contact method. Personal details (that is, anything that may be used to identify the Customer) shall be removed from all information so used. Such permission may be revoked at any time in accordance with the Customer's right to do so under Section 6.2 of **our** Customer Complaints Policy.
- 9.3 All personal information collected by us (including, but not limited to, Customers' names and contact details) shall only be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and our Customers' rights under that Act , as detailed and embodied in **our** Data Protection Policy.

## **10. Procedure Review and Responsibility**

- 10.1 Overall responsibility for this Complaints Handling Procedure and the implementation thereof lies with the Complaints Officer.
- 10.2 This Complaints Handling Procedure shall be reviewed regularly at intervals of not more than 12 months and shall be updated as required.
- 10.3 This Complaints Handling Procedure was adopted on 5th January 2018.
- 10.4 This Complaints Handling Procedure was last reviewed on 11th June 2020.