

CODE OF PRACTICE FOR INTRODUCTION AGENCIES

A Code drawn up by the Association of British Introduction Agencies

Forward by Council of A.B.I.A.

In October 1981 the Association of British Introduction Agencies was created, at the instigation of the Office of Fair Trading, in response to genuine concern about the conduct of dating and introduction agencies. The ABIA is a non-profit making independent organisation.

The ABIA is now recognised as the authoritative voice of the introduction, dating matchmaking industry with its Members aiming to provide a reputable and ethical service. In the absence, so far, of any official legislation, we strive to create a greater public and media awareness of our service, to raise standards across all of the industry and enhance the image of our industry.

Whilst it would be quite wrong to infer that all non-member agencies are questionable, it is a sad fact that many are – not so much through lack of integrity but through a lack of experience, resources and commercial acumen. The industry is plagued by the growth of short lived agencies – matchmakers whose founders expect rich returns from poorly researched and funded businesses, with many lasting no longer than a few short Months.

The ABIA is not an Alternative Dispute Resolution (ADR) Entity within the meaning of Regulation 10 of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and is therefore unable to intervene in disputes between Member Agencies and their clients. However, those Regulations give the right to clients in deadlocked disputes to ask service providers to submit to mediation; service providers do not have to comply with the request, but must nevertheless provide details of an ADR Entity which is equipped to deal with the dispute.

This is an area where consumers have the strongest need for adequate and clear information about the services being offered before any commitment is entered into. The code provisions addressing these are valuable.

Consumers need to have confidence that the Code of Practice will deliver what it promises, and the independent mechanism set up to enforce this code is able to do so.

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Aims of the Association

The aims of the association are:

- 1 To monitor, regulate and improve the standard of service offered By Members to the public.
- 2 To act as an intermediary between the industry and the public (including, for example, the media) in respect of agencies' practice.
- 3 To represent the industry in dealings with Government if necessary.
- 4 To collect and evaluate information concerning British introduction agencies, whether Members or otherwise.

This Code of Practice is designed to further these aims and will be updated as occasion demands.

The Principles set out here are not intended to interpret, qualify or supplant the law of the land. They apply only to transactions with consumers.

It is compulsory on all Members to accept the Code in its entirety.

1. Standards of Practice

These Standards of Practice have been accepted by all Members and by renewing membership all Members confirm they will follow and uphold these standards.

1.1.

(a) Pre contract Information

Before any binding commitment is entered into with a prospective client, a Member Agency must advise that it is a Member of the Association and draw attention to the Code of Practice. It must also provide Pre-Contract Information as specified in Schedule 1 or Schedule 2 (whichever is applicable) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

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(b) *AGENCY TYPE*

- (i) **Introduction, Dating & Matchmaking Agencies:** These Members must make it clear that their primary objective is to facilitate introductions. It must be clearly stated in pre-contract information:
- a. Whether or not an interview is to be conducted with clients
 - b. Whether or not all clients are interviewed
 - c. The method of interview – face to face, phone, skype, email or any other method
- (ii) **Search Agencies:** These Members must make it clear that their primary objective is to profile the requirements their client has and to carry out a personalised search for an individual matching the specified criteria. It must be clearly stated what steps the Member will take in order to conduct this search (advertising etc) and whether or not an interview is conducted with all of the individuals who are discovered through the search process.
- (iii) **Marriage Bureaux:** At the outset, Members who provide a marriage bureau service must make it clear that their primary objective is to help clients find marriage partners. It must be clearly stated whether or not an interview is to be conducted with the client and whether or not all clients or the Member are interviewed.
- (iv) **Events and Clubs:** These Members must make it clear that their primary objective is to arrange and host social events. It must be clearly stated whether or not an interview is to be conducted with all of the invitees.
- (v) **'Lists' Method:** this must be described in detail to prospective clients and advised that this is a self selection mechanism.

(c) *CRITERIA USED FOR MATCHING*

The criteria used for matching clients must be fully explained. Clients must be told whether stated preferences will be fully adhered to or whether they will be treated as general indicators only.

(d) STANDARD OF SERVICE.

- (i) Members offering the service of marriage bureaux, introduction, matchmaking and dating agency and the lists method shall include in the client care information given to their clients a realistic indication of the number of introductions they are likely to be offered during their period of membership, given their particular circumstances and stated preferences, and what is classed as an introduction i.e. an exchange of telephone numbers or an actual meeting.
- (ii) Members offering a search agency service shall give to their clients a realistic indication of the amount of time and the steps that will be taken on behalf of the client to fulfil the client's objective including information as to the frequency and amount of advertising which the Member will undertake on the client's behalf and shall state the geographical area within which the search will be undertaken.
- (iii) Members offering an events agency service shall give to their clients an indication of the number of events that they are likely to host during their period of membership, the number of potential invitees and locations of those events.

1.2 FEES CHARGED

All fees charged should be clearly stated, in the Pre-Contract Information before contract, including any additional charges, which might be made for interviews, further introductions, etc., or upon marriage. Any Member offering a varied pricing must ensure that any such varied pricing structure is compliant with the Equality Act 2010. All fees quoted by Members must be quoted inclusive of VAT at the prevailing rate.

1.3 REFUNDS

All Members shall offer and maintain a fair refund policy.

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OTHER STANDARDS

All Members must have an office set aside for the exclusive use of the Member agency which clients and other interested members of the public can easily identify, locate and visit. Each member must have a listed telephone number which the public can, during normal working hours, use to speak to someone in authority within that Member agency. For the purposes of agencies operating through franchisees this requirement is applicable only to the franchisor and not individual franchisees.

- 1.4 The Member must show to the satisfaction of the Council of the A.B.I.A. that the Member agency has a client base, which is reasonably balanced in terms of age and gender to enable them to realistically offer clients an adequate selection of introductions.
- 1.5 All information obtained from clients shall be treated in the strictest of confidence and all legal provisions governing the protection of data will be followed. It is incumbent upon all Members to give guidance (and advice) to their clients regarding standards and codes of behaviour. The lists of names and addresses of clients must remain the property of the Member agency and must not be sold (other than in the course of a business disposal), lent, hired, or used for any purpose other than as part of their introduction service. Members shall ensure that clients are removed from their lists of Members immediately they so request.
- 1.6 All information supplied by the client to the Member shall not be divulged, without the prior consent of the client, to any other person or party except those of the Member's clients who have agreed beforehand to have their details given to other Members.
- 1.7 In the unlikely event of a Member ceasing to trade, the Member will either:

- 1.7.1 offer to its clients a proportionate refund in respect of unexpired period of membership;
 - 1.7.2 with the consent of its clients' transfer the client to another Member who offers a comparable service;
 - 1.7.3 provide all reasonable endeavours to assist the client in securing an acceptable outcome in accordance with options 1.6.1 or 1.6.2 above and provide all reasonable assistance to any agency taking a transfer of such a client.
- 1.8 All Members shall prominently indicate in their literature and website that they are a Member of the Association and all Members' websites must contain a link to the main ABIA site.
- 1.9 Member Agencies must comply with all current legislation, paying particular attention to the areas of Data Protection and Consumer Rights.
- 1.10 All Members will agree with their client the level of service which will be provided to their clients and ensure that their clients' expectations as to the level are managed appropriately. Members will be able to demonstrate that they have attempted to comply with this requirement by ensuring that proper client care information is provided at the outset.

2. Training

- 2.1 All Members will ensure that they and all of their staff are adequately trained on both the requirements of the A.B.I.A. Code of Practice and consumer legislation as applicable to their employment.

3. Advertising

- 3.1 No Member shall use advertisements that are inaccurate, ambiguous, exaggerated or liable to be misconstrued. All advertising by Members must comply with the codes and standards set by the Advertising Standards, and with the requirements of any legislation currently in force.

- 3.2 Advertisements must not contain the words 'guarantee' or 'guaranteed' unless the full terms of such undertakings as well as the remedial action open to a client are either clearly set out in the advertisement or are available to the client in writing before any monies are paid.
- 3.3 If the price quoted shall be the price at which the client can participate fully in a Member's services. Members must therefore quote the relevant price for their service, plus any additional charge that may reasonably arise (including VAT). If the quoted price excludes any part of the service, such exclusions must be clearly specified.
- 3.4 Members must not engage in high pressure selling.

4. Handling Complaints about service

- 4.1 Members must ensure that effective and immediate action is taken to achieve just settlement of a complaint. To this end there will be an easily identifiable and accessible arrangement for the reception and handling of complaints from clients. All Members will maintain a complaints procedure and a record of complaints. As a bare minimum all Members will acknowledge receipt of complaints within 7 working days and will investigate and report back to clients within 21 working days of receipt of any complaint. In the event that a complaint cannot be resolved between the Member and the client, please refer to the Alternative dispute resolution services <https://www.gov.uk/government/publications/alternative-dispute-resolution-for-consumers>
- 4.2 When complaints are raised through a third party (e.g. Trading Standards Officer or a Citizens Advice Bureau), willing guidance must be given to that body and every attempt should be made to re-establish direct communication with the complaining client and to reach a satisfactory settlement with them.

5. Compliance with Code of Practice

- 5.1 Any complaint in relation to compliance with this Code of Practice will be investigated and dealt with in accordance with the disciplinary rules set out below.

- 5.2 This Code of Practice is binding on all Members of A.B.I.A and membership is subject at all times to Members adhering to this Code of Practice.
- 5.3 Regular random checks are made by Officers of the Association on Members to ensure that Members comply with this Code and that literature given to the public conforms to the Code and does not use language or claims, which might well lead to unrealistic expectations on behalf of the prospective clients.
- 5.4 In the event that any Member breaches this Code of Conduct then the Council has the power to impose upon that Member one of the following sanctions;
- (i) A fine.
 - (ii) To suspend the Member's membership of the ABIA.
 - (iii) To expel the Member from the ABIA.

At all times the Council will exercise their power in relation to the imposition of sanctions in such a way that any sanction imposed is proportionate to the established breach of this Code of Practice.

6. Monitoring

All Members of the A.B.I.A. as Members of the organisation consent and will cooperate to taking part in such monitoring exercises as shall be prescribed by the A.B.I.A. from time to time.