

# 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 now recognised generally as the authoritative voice of the introduction industry with its Members providing 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 resources and commercial acumen. The industry is plagued by the growth of short lived agencies whose founders expect rich returns from poorly researched and funded businesses, with many lasting no longer than a few short weeks.*

*The services provided by agencies are particularly personal ones, and it is very helpful that consumers having problems with the services can have access under the code to procedures for resolving the problems, including independent arbitration if necessary.*

*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 a code of practice will deliver what it promises, and the independent mechanism set up to enforce this code is able to do this.*

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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 to Members of 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.
- 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. If a client feels dissatisfied with their treatment by a Member they have a right to take this up with the Association and, if not resolved, to an independent scheme set up in conjunction with the independent panel of arbitrators.

## **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. Pre contract Information**

Before any binding commitment is entered into with a prospective client attention shall be drawn to the Code of Practice together with a clear and simple written description of the service offered and the fees to be charged (the client care information). The client care

information must be relevant to the service provided by the agency and as a minimum include the following points:

All Members will supply to their clients clear information on the terms and conditions applicable to that client's dealings with the Member agency before the client enters into a contract with the Member agency and will ensure that the Member agency tells any prospective or actual client that it is a Member of the Association and of the existence of this Code of Practice. As a minimum this will include the information specified in this Code of Practice.

(a) *AGENCY TYPE*

- (i) **Introduction and Dating Agencies:** These Members must make it clear that their primary objective is to facilitate introductions. It must be clearly stated whether or not an interview is to be conducted with the clients and whether or not all clients are interviewed.
- (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.

(b) *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.

(c) *STANDARD OF SERVICE.*

- (i) Members offering the service of Marriage Bureaux, introduction 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.

1.1 *FEES CHARGED*

All fees charged should be clearly stated, including any additional charges, which might be made for interviews, further introductions, etc., or upon marriage. Any Member offering a varied pricing dependent upon external factors must ensure that any such varied pricing

structure does not in any way discriminate against any individual on the grounds of race, age, gender or disability. All fees quoted by Members must be quoted inclusive of VAT at the prevailing rate.

## 1.2 REFUNDS

All Members shall offer and maintain a fair refund policy.

### *Other Standards*

- 1.2 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 land line 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.
- 1.3 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.
- 1.4 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 and must not be sold (other than in the course of a business disposal or by prior consent), 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.
- 1.5 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.

- 1.6 In the unlikely event of a Member ceasing to trade, the Member will either:
- 1.6.1 offer to its clients a proportionate refund in respect of unexpired period of membership;
  - 1.6.2 with the consent of its clients' transfer the client to another Member who offers a comparable service;
  - 1.6.3 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.
- 1.7 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.
- 1.8 Members must comply with the Unfair Terms in Consumer Contracts Regulations 1999 as amended and any subsequent legislation when drawing up their contracts, which require that the rights and obligations of both parties to a consumer contract are balanced and that the contract is written in plain and intelligible language. Members of the A.B.I.A. are referred to the OFT guidance on Unfair Terms in Consumer Contracts Regulations 1999 which are available at [www.of.gov.uk/business/legal/utcc/guidance.htm](http://www.of.gov.uk/business/legal/utcc/guidance.htm)
- 1.9 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.
- 1.10 All Members shall provide such additional support and help as may be required to prospective or actual vulnerable clients who are or may be vulnerable in any way.

## **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 Authority and the ITC and Radio Authority, 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 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 3 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, the Member or the client may refer the complaint to the A.B.I.A for conciliation using the AB.I.A complaints form. A copy of the complaints form can be downloaded from the ABIA website.

- 4.2 Any complaints referred by a Member or client to the A.B.I.A. for conciliation will be acknowledged by the A.B.I.A within 14 working days. A complaints officer from the A.B.I.A. will contact both the Member and the aggrieved client within 21 days and will attempt to conciliate a settlement within 28 days. The complaints officer will forward a summary of the complaint to the Member and seek the Member's response. If resolution is not possible the complaints officer will advise both parties and the complainant can pursue the matter for resolution elsewhere (i.e. arbitration – subject to cost, court etc). At all times Members shall co-operate in this process.
- 4.3 All Members should maintain an analysis of alleged complaints in relation to any of the provisions of the Code of Practice and should take action based on this information to improve their service to their clients.
- 4.4 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.
- 4.5 At the conclusion of this process the complaints officer will review the complaint and if the complaint relates to or contains evidence of a breach of the Code the complaints officer will refer the matter for further investigation by the Council.

## **5. Dispute Resolution**

- 5.1 In the event that a complaint as referred to above cannot be resolved by the A.B.I.A. through conciliation the A.B.I.A. will, if agreed by both parties, refer the matter to its dispute resolution service.
- 5.2 The A.B.I.A offers an arbitration service.
- 5.3 If a Member has agreed to submit a matter to arbitration that Member will abide by any such award or finding.

## **6. Compliance with Code of Practice**

- 6.1 Any complaint in relation to compliance in this Code of Practice will be investigated and dealt with in accordance with the disciplinary rules set out below.
- 6.2 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.
- 6.3 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.
- 6.4 In the event that any Member breaches this Code of Conduct then the Council have 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.

## **7. 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.