



Fintecs Limited

PCG STATEMENT AND PCG QS CODE OF ETHICS
Part 1

The statement made by the PCG and this Code has been developed by the PCG to ensure that members of PCG QS conduct their business ethically and in accordance with sound business practice and in compliance with relevant laws.










Definitions

PCG	means the trade organisation known as Professional Contractors Group Limited
PCG Member	means a person (including a company) that is a current member of the PCG
ISO 9001:2000	means the quality standard variant of ISO 9001 issued by the International Organisation for Standardisation comprising a Management System Certification that addresses the principles of customer satisfaction, continual improvement and the development of processes for good management
Scheme Member	means a PCG Member that has achieved Certification and has entered into an undertaking with the PCG to comply with the requirements of ISO 9001:2000 and the values set out in that Code of Ethics in accordance with this Scheme
Certification	means certification that a person has achieved the standard required by ISO 9001:2000
Code of Ethics	means the codes of good and ethical practice set out in Part 2 of this Appendix
Scheme	means the PCG QS scheme comprising the creation by the PCG of a set of quality standards relevant to quality assurance by the provider of first class contract services for use by Members and the agreement by a Scheme Member to adhere to the Code of Ethics
Roll	the Roll of Scheme Members kept by the PCG
Complainant	any client (but excluding any associate of, or related party to, the client) of a Scheme Member that complains to the PCG of a breach of commitment by the relevant Scheme Member

PCG commitment

PCG itself has achieved Certification and shares the quality commitment assured by its



Scheme Members. As part of that commitment the PCG works continually to develop and improve the quality commitment provided by Scheme Members to their clients. Towards this end the PCG is committed to

-  at all times administer the Scheme fairly and in good faith towards both Scheme Members and clients of Scheme Members
-  wherever it appears necessary to do so, develop the Code of Ethics to reflect new requirements and statements of law or good practice or other issues of quality assurance which may be applicable to the users of services provided by Scheme Members
-  not allow any person to be entered on the Roll unless such a person is
 -  a PCG Member and
 -  the PCG is satisfied that the PCG Member has achieved Certification which is current and valid
 -  the PCG Member has entered into an undertaking to comply with the values set out in the Code of Ethics as required by the Scheme
 -  the PCG Member is not currently excluded from the Scheme for any reason
 -  take suitable steps to check that a Scheme Member has Certification at any time and that the Scheme requirements are complied with
 -  record any breach of commitment in accordance with the provisions below.


To ensure that the value of quality commitment under the Scheme is at all times upheld, the PCG may, in the most serious cases of non conformity, exclude a PCG Member from the Scheme. In that event as part of the Scheme PCG shall remove the name of the PCG Member from the Roll, but there is no obligation upon the PCG to take that step or to notify any party other than the Scheme Member of exclusion.

Procedures relating to complaints

If a Complainant shall complain in writing to the PCG that a Member has acted in breach of its commitment the PCG shall, subject to the provisions below

-  acknowledge the complaint
-  enter a note of non conformity into the audit trail of the Scheme Member recording the circumstances of the commitment failure unless, following an investigation, the PCG considers the complaint to be invalid.

The PCG may as part of the quality assurance offered by the Scheme, undertake an investigation into the circumstances of a complaint in accordance with its internal current complaints procedures. However the PCG may decline to record or investigate a complaint which is trivial or, in the opinion of the PCG, invalid. The PCG may also decline to record or investigate a complaint unless the Complainant has already raised its complaint formally and in writing with the relevant Scheme Member direct, and either

-  the Scheme Member has not responded to the complaint within the relevant time, or,

- the response provided by the Scheme Member does not properly address the complaint and the issues raised by it to the reasonable satisfaction of the Complainant.

Please note that

- the PCG has no power to impose fines or require a Scheme Member to make any compensatory payment to a Complainant
- information provided to the PCG by a Scheme Member is voluntary and confidential and the PCG is not obliged to provide such information to the Complainant
- information in any event provided by a Complainant or a Scheme Member may only be disclosed to the other party with the prior consent of the party giving the information
- matters provided for in any contractual arrangement between a Scheme Member and a Client will override any conflicting code

In the event of any legal dispute between the Complainant and a Member the interests of either party may be affected if the Member is required to respond to a complaint. For example in Court or Tribunal proceedings the parties are usually obliged to disclose documents and make statements relevant to the subject matter of the proceedings. Accordingly, in order to avoid any potential prejudice to either the Complainant or Scheme Member, PCG may decline to undertake or continue any investigation in any of the following circumstances

- during any period of legal proceedings between the Scheme Member and the Complainant
- if the PCG reasonably forms the view that an investigation may affect or be relevant to any proceedings threatened, but not commenced at the time of the complaint

Please note that improper use by a Scheme Member of a threat to take proceedings against a complainant in order to avoid investigation by the PCG is a breach of the Code of Ethics.



PCG QS SCHEME CODE OF ETHICS

PCG STATEMENT AND PCG QS CODE OF ETHICS - Part 2

Title	Rule	Commitment and values by Scheme Member
General	1	Act professionally and in good faith and to the highest standards properly required for the work objectives. Wherever possible react positively to client needs and respond to client feedback.
Client Education	2	Where it is in the interest of a client to have information relevant to the work or the client's use of the work results, to enable the client to take the full benefit of the work, provide the client with the information. If it is appropriate for training to be provided to the client to enable the client to obtain full advantage of the work, advise the client of the advantage of training and either offer to provide any necessary training under agreed contractual arrangements or advise the client of any service provider that may be able to provide the training if appropriate.
Competence	3	Prior to accepting any work, make suitable enquiries to ensure familiarity with the requirements and scope of the work and that it is sufficiently competent to perform such work to a proper standard.
Confidentiality	4	Safeguard and respect any provided confidential information or documents of a client save to the extent permitted by the client, allowed under any contractual arrangements, or required by law.
Conflict of Interest	5	Not do anything that may be in conflict with the best interests of a client save to the extent permitted under any contractual arrangements. Where a potential conflict arises, first advise the client of the potential conflict and give the client an opportunity to end any contract or agree alternate arrangements. At all times before and during the provision of any services advise the client in good faith and not undertake work which it may be inappropriate to perform without first having advised the client of available options.
Contract	6	Wherever work is to be of a substantive nature, before starting such work enter into a written contract with the client reflecting the terms agreed.

Co-operation	7	Co-operate with any reasonable enquiry or investigation by a client into work undertaken as part of the services, but not so that the Scheme Member shall incur cost without reasonable compensation. Co-operate with any investigation accepted and undertaken by the PCG as part of the Scheme.
Discrimination	8	At all times act without discrimination on the grounds of race, colour, ethnic origin, and sexual orientation.
Employment	9	Take responsibility for the employment issues of its consultants and sub contractors performing the work for a client and not make any claim against a client for employment rights of any kind unless such a claim is genuine, the claim is made in good faith, and the relevant written contractual arrangements reflect a contract of employment.
Familiarity	10	Ensure familiarity with any applicable requirements of the business sector relevant to the work to be performed for a client.
Hardware	11	Take good care of hardware provided by a client and only use it as authorised and not for any other purpose. Ensure that its own equipment used in connection with any services is not incompatible with client systems and does not and is not capable of interfering with the operations of any client system. Advise the client where there may be incompatibility and propose one or more reasonable solutions to the client to overcome any perceived conflict, including use of alternative equipment.
Health & Safety	12	Act to prevent avoidable danger to health or safety, and report to the client any matter that the Scheme Member believes may affect the health and safety of any person.
Illegality	13	Not undertake any work that is, or which a professional person in the same position may consider to be illegal or perform any work that to the knowledge of the Scheme Member, may be used by a client to violate the law.
Inability to fulfil	14	If, once work has commenced, the Scheme Member has insufficient skill or resources or for any reason may not be able to complete any part of the work required for a client, advise the client of the difficulty and work with the client to resolve the problem in good faith, where necessary assisting the client to locate additional resources.
Independent Opinions	15	Only represent as independent those opinions that are free of self-interest. If an opinion is affected by self-interest, to disclose the self-interest.
Industry Standards	16	Ensure that services are provided in line with relevant industry standards.
Integrity	17	In all of their professional activities, act with honesty, integrity and courtesy applicable to the provider of first class professional services.

IPR	18	Cooperate with a client to ensure that there is no ambiguity as to ownership of IPR, and not claim entitlement to, or make use of IPR, that does not belong to the Scheme Member arising from work undertaken by the Scheme Member for the client except to any extent allowed by any contractual arrangements between the parties.
Misrepresentation	19	Not knowingly make any false statement to a client or any person working for or with a client. In particular,
	19.1	not make any representation to a client or potential client that is not full and accurate or induce a client to engage the Scheme Member to provide services on the basis of incorrect information,
	19.2	ensure, so far as is reasonably practical, that any historical information relating to work undertaken by the Scheme Member or any consultant or sub contractor on its behalf is correct in all material respects.
Negotiations	20	Ensure that any negotiations leading to a contract are conducted openly and in good faith. Use appropriate endeavours to ensure there is a good and clear understanding of requirements, objectives and obligations.
Obligations	21	Comply with its contractual obligations.
Openness	22	Keep the client informed of any matters relating to the conduct of and progress of work even if the information is detrimental to the Member.
Programs and software	23	At all times use reasonable endeavours to maintain the integrity of client programs or software used in connection with any services. Ensure that its own programs or software used in connection with any services is not incompatible with the clients systems and does not and is not capable of interfering with the operations of any client system. Advise the client where there may be incompatibility and propose one or more reasonable solutions to the client to overcome any perceived conflict, including use of alternative programs or software.
Relevant Legislation	24	Ensure its own compliance with legislation and regulations relevant to the nature of the work to be performed.
Software Piracy	25	Never knowingly install or use software that has not been properly licensed for use, and advise a client where it is apparent that a client system comprises of software that is unauthorised.
Use of consultants and sub contractors	26	Ensure that its consultants and sub contractors performing the work for a client are suitable and competent to perform the work, and in particular:
	26.1	are familiar with the Code of Ethics and has agreed to act in accordance with the principles of the Code of Ethics
	26.2	through training or other methods retain necessary skills.

	26.3	through training or other methods maintain sufficient knowledge of contemporary technology and developments relevant to the work requirements.
Work-around	27	Keep the client properly informed of obstacles that the Scheme Member becomes aware, or should reasonably be aware, may interfere with the objectives of the services provided or to be provided, and wherever appropriate, within the scope of any work undertaken, suggest any suitable work-around solutions.

REF: FINQS 022	Date of Release: 04/08/2006
Document Owner: Quality Controller	Revision: 2
Print date: 27/09/2006 14:04	www.pcgqs.org.uk

Copyright © 2005 PCG Limited

The Professional Contractors Group (PCG) and its partners hold the copyright of this document and its content. Except as permitted under the Copyright, Designs and Patents Act 1988 no extract may be reproduced, stored in a retrieval system or transmitted in any form or by any means whether electronic, photocopying, recording or otherwise without prior written permission from the PCG. This does not preclude the free use to accurately reproduce the document in its entirety for the purpose of promoting the scheme that is open to all PCG QS scheme members, their customers, suppliers and clients or agencies provided the use is solely to promote scheme member companies.

Paid up and fully enrolled PCG QS scheme members are permitted to reproduced, store in a retrieval system or transmitted in any form or by any means whether electronic, photocopying, recording or otherwise. They are not permitted to change the wording in Appendix A nor change the meaning and intent of the main body of the document other than to propose or make a request for changes to the PCG.

If this document or any content contained within are to be used for any other purpose than explained above then the prior written permission of the PCG must be obtained. Details and advice can be obtained from the Operations Manager. Tel: +44 0845 125 98 99