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## COMPLAINTS HANDLING PROCEDURE

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### 1. Definitions and Interpretation

1. In this Complaints Handling Procedure the following expressions have the following meanings:

<b>“Appeal”</b>	means a request from a Customer to escalate a Complaint to Level Three following an unsatisfactory outcome at Level Two;
<b>“Appeal Handler”</b>	means an employee of The Main Company (York) Ltd working at Director who will liaise between the Customer and Director with respect to Level Three Complaints;
<b>“Business Day”</b>	means, any day (other than Sunday) on which ordinary banks are open for their full range of normal business in Green Hammerton;
<b>“Complaint”</b>	means a complaint about goods <b>and</b> services sold by The Main Company (York) Ltd, about our customer service, or about our employees
<b>“Complaints Form”</b>	means our standard complaints form for use by Customers, available from the website;
<b>“Complaints Policy”</b>	means our customer complaints policy, available from the website;
<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 The Main Company (York) Ltd and includes potential customers (no purchase necessary);
<b>“Data Protection Policy”</b>	means our data protection policy, available from the website;
<b>“Decision Letter”</b>	means a letter sent by a Complaint Handler or Appeal Handler to a Customer informing that Customer of the outcome of their Complaint;
<b>“External Resolution”</b>	means the referral of a Complaint to an external body or organisation for resolution by a Customer if that Customer is not satisfied with the outcome at Level Three;
<b>“Investigation Report”</b>	means the report detailing the investigation and assessment of a Complaint;
<b>“Level One”</b>	means the first stage in this Complaints Handling Procedure under which Complaints will be handled by a Level One Complaint Handler;
<b>“Level One Complaint Handler”</b>	means an employee of The Main Company (York) Ltd working in the office who will handle Level One Complaints;

<b>“Level Two”</b>	means the second stage in this Complaints Handling Procedure under which a Customer may appeal the outcome of a Level One Complaint and under which Complaints will be handled by a Level Two Complaint Handler;
<b>“Level Two Complaint Handler”</b>	means an employee of The Main Company (York) Ltd working in the office who will handle Level Two Complaints;
<b>“Level Three”</b>	means the third stage in this Complaints Handling Procedure under which a Customer may appeal the outcome of a Level Two Complaint and under which Complaints will be handled by an Appeal Handler and Director;
<b>“Recommendation”</b>	means the recommended resolution to a Complaint; and
<b>“Resolution Action”</b>	means the available actions to be taken in response to a Complaint as detailed in Section 9.

## 2. What this Complaints Handling Procedure Covers

1. This Complaints Handling Procedure applies to Complaints pertaining to the sale of goods **and** the provision of services by The Main Company (York) Ltd, to our customer service and to our employees .
2. For the purposes of this Complaints Handling Procedure, any reference to The Main Company (York) Ltd also includes our employees
3. Complaints may relate to any of our activities and may include (but not be limited to):
  1. The quality of our customer service;
  2. The behaviour and/or professional competence of our employees
  3. Delays, defects or other problems associated with the sale of goods;
  4. Delays, defects, poor workmanship or other problems associated with the provision of services;
  5. Intentionally left blank.
4. The following do not constitute Complaints. Customers raising such questions or matters should be directed to the appropriate person
  1. General questions about our goods and services;
  2. Returns of damaged, faulty, incorrect or unwanted goods for exchange or refund in accordance with our Standard Terms and Conditions for the Sale of Goods where there is no further complaint;
  3. Matters concerning contractual or other legal disputes;
  4. Formal requests for the disclosure of information including, but not limited to, those made under the Data Protection Act;
  5. Intentionally left blank.

## 3. Receipt and Recording of Complaints

1. Customers may make Complaints to The Main Company (York) Ltd using any

of the following methods:

1. In writing, addressed to The Directors, The Main Company (York) Ltd, The Green, Green Hammerton, York, YO26 8BQ;]
2. Upon receipt of Complaints, the following steps should be taken within 7 Business Days]:
  1. If a written Complaint is received by post, a Director must reply or instruct an office member to reply;
3. All Complaints must be given a Complaint Reference and forwarded to an appropriate Level One Complaint Handler, selected in accordance with Section 6.1 within 7 Business Days.
4. All Complaints must be acknowledged in writing within 7 days of receipt by a Director. The acknowledgement should inform the Customer of their Complaint Reference, their assigned Level One Complaint Handler and should include copies of The Main Company (York) Ltd's Customer Complaint Policy and this Complaints Handling Procedure

#### 4. **Complaint Information**

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:
  1. The Customer's name, address, telephone number and email address, indicating any preferred method of communication;
  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;
  3. If the Complaint relates to a particular transaction, the Invoice number;
  4. If the Complaint relates to a particular employee the name and, where appropriate, position of that employee
  5. Further details of the Complaint including, as appropriate, all times, dates, events, and people involved;
  6. Details of any documents or other evidence on which the Customer wishes to rely in support of the Complaint;
  7. Details of how the Customer would like The Main Company (York) Ltd 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.

If the information detailed in Section 4.1 is missing, insufficiently detailed, or incomplete, an office member should contact the Customer within 7 days Business Days of receipt of the Complaint to request further information

#### 5. **Complaint Levels**

1. The Main Company (York) Ltd operates a three-stage complaints handling procedure. Upon receipt, all new Complaints should be handled in accordance with the Level One procedure set out in Section 6 below. It is our policy to use all reasonable endeavours to resolve all Complaints to Customers' satisfaction at Level One.

2. If a Customer is not satisfied with the resolution of their Complaint at Level One, he/she may request that the Complaint is escalated to Level Two at which point the Complaint should be handled in accordance with the Level Two procedure set out in Section 7 below.
3. If a Customer is not satisfied with the resolution of their Complaint at Level Two, he/she may request that the Complaint is escalated to Level Three in the form of an Appeal at which point the Complaint should be handled in accordance with the Level Three procedure set out in Section 8 below.
4. If a Customer is not satisfied with the resolution of their Complaint at Level Three, he/she has the option of referring the matter to an External body for External Resolution as detailed in Section 10 below.

## 6. Level One Complaints

1. The following staff members are qualified and eligible Level One Complaint Handlers for Level One Complaints:
  - Karan Main, Director;
  - Alex Main, Director;
  - Tom Main, Director.
2. Upon receipt of a Complaint, the Level One Complaint Handler shall consider the Complaint and make a decision within 7 Business Days whether to:
  1. Investigate the Complaint fully if it is considered to be valid, in which case the procedure should resume from Section 6.3; or
  2. Dismiss the Complaint if it is considered to be invalid, in which case the Level One Complaint Handler should inform the Customer of his or her decision in writing within 7 Business Days.
3. Subject to delays arising from circumstances beyond his or her reasonable control (including, but not limited to, delays in other persons responding to communications), the Level One Complaint Handler shall have a period of 7 Business Days in which to fully investigate the Complaint and to decide upon an Resolution Action(s).
4. If the Complaint relates to (a) particular employee(s) (a "Complainee" or "Complainees"), the Level One Complaint Handler shall inform the Complainee(s) in question of the Complaint and arrange meetings and/or telephone calls 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 5.2.3 of our Complaints Policy. Any such contact should be reported to the Level One Complaint Handler.
5. If the Level One Complaint Handler requires additional information or evidence in support of the Complaint, the Level One Complaint Handler shall contact the Customer 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 5.2.4 of our Complaints Policy.
6. If a Customer is unable or unwilling to provide information or evidence

requested under Section 6.5, the Level One Complaint Handler must nevertheless use all reasonable endeavours to resolve the Complaint. If, however, the Level One Complaint Handler considers that it is not possible to uphold the Complaint in the absence of the requested information or evidence, he or she may close the Complaint and inform the Customer of the outcome in accordance with Sections 6.9 to 6.12.

7. The Level One Complaint Handler shall examine and evaluate the Complaint, taking full account of all relevant statements, information, evidence and circumstances and shall maintain full objectivity and fairness at all times.
8. Subject to the exceptions in Section 6.8.1, During the investigation of the Complaint, the Level One Complaint Handler shall have access to all records, information, employees [agents] [subcontractors] that may be necessary to enable him/her to carry out an impartial and thorough investigation.
  1. Access to some records and/or information is restricted and shall require the authorisation of a Director:
9. Following his/her examination of the Complaint, the Level One Complaint Handler shall reach a decision within the time period set out in Section 6.3 (subject to the exceptions noted therein). Resolution Actions that may be chosen are set out in Section 9.
10. [Upon reaching a decision, the Complaint Handler shall send an Investigation Report and Recommendation for review and authorisation by a Director who shall be required to respond within 7 Business Days.
11. In the event that a Director does not agree with the Level One Complaint Handler's decision and/or Recommendation under Section 6.10 he/she must give reasons for such disagreement and the Level One Complaint Handler shall have a further 7 Business Days to revise his/her decision and/or Recommendation and resubmit it to a Director for review and authorisation. If, following resubmission, a Director still does not agree with the decision and/or Recommendation, a Director's preferred decision and/or Recommendation shall be final.
12. Upon reaching a decision under Section 6.9 or Upon receiving approval or a final decision under Section 6.10 or 6.11, as applicable, the Level One Complaint Handler shall send an Investigation Report and Decision Letter to the Customer by first class post or by email, as appropriate. Decision Letters shall set out the decision, the Resolution Action(s), and shall remind the Customer of their right to escalate the Complaint to Level Two. 4 copy/copies of the Investigation Report and Decision Letter should be distributed to the Directors.
13. If a delay either occurs or is considered likely to occur at any stage of the Level One procedure, the Level One Complaint Handler shall inform the Customer using the Customer's preferred communication method. The Customer should be informed of the length or likely length of the delay and the reasons therefor.
14. The Customer shall have a time limit of 7 Business Days within which to request that the Complaint be escalated to Level Two.
15. Upon receipt of an escalation request, the following steps should be taken within 7 Business Days by the Level One Complaint Handler:
  1. If a written request is received by post, the Level One Complaint Handler must report to a Director;
16. All escalation requests must be forwarded to an appropriate Level Two Complaint Handler, selected in accordance with Section 7.1 within 7 Business Days.

17. All escalation requests must be acknowledged in writing within 7 of receipt by a Director. The acknowledgement should inform the Customer of their assigned Level Two Complaint Handler.

## 7. Level Two Complaints

1. The following staff members are qualified and eligible Level Two Complaint Handlers for Level Two Complaints:  
Karan Main, Director;  
Alex Main, Director;  
Tom Main, Director.
2. Upon receipt of an escalation request, the Level Two Complaint Handler shall consider the Complaint and make a decision within 7 Business Days whether to:
  1. Investigate the Complaint fully if it is considered to be valid, in which case the procedure should resume from Section 7.3; or
  2. Dismiss the Complaint if it is considered to be invalid, in which case the Level Two Complaint Handler should inform the Customer of his/her decision in writing within 7 Business Days. If the Complaint is so dismissed, the Complaint may be dismissed in its entirety, or the Resolution Action(s) from Level One may stand.
3. Subject to delays arising from circumstances beyond his/her reasonable control (including, but not limited to, delays in other persons responding to communications), the Level Two Complaint Handler shall have a period of 7 Business Days in which to fully investigate the Complaint and to decide upon appropriate Resolution Action(s).
4. If the Complaint relates to (a) particular Complainee(s), the Level Two Complaint Handler shall inform the Complainee(s) in question of the Appeal and arrange meetings and/or telephone calls 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 5.3.3 of our Complaints Policy. Any such contact should be reported to the Level Two Complaint Handler.
5. If the Level Two Complaint Handler requires additional information or evidence in support of the Complaint, the Level Two Complaint Handler shall contact the Customer 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 5.3.4 of our Complaints Policy.
6. If a Customer is unable or unwilling to provide information or evidence requested under Section 7.5, the Level Two Complaint Handler must nevertheless use all reasonable endeavours to resolve the Complaint. If, however, the Level Two Complaint Handler considers that it is not possible to uphold the Complaint in the absence of the requested information or evidence, he or she may close the Complaint and inform the Customer of the outcome in accordance with Sections 7.9 to 7.12.

7. The Level Two Complaint Handler shall examine and evaluate the Complaint, taking full account of all relevant statements, information, evidence and circumstances and shall maintain full objectivity and fairness at all times.
8. Subject to the exceptions in 7.8.1, During the investigation of the Complaint, the Level Two Complaint Handler shall have access to all records, information, employees that may be necessary to enable him/her to carry out an impartial and thorough investigation.
  1. Access to some records and/or information is restricted and shall require the authorisation of a Director:
9. Following his/her examination of the Complaint, the Level Two Complaint Handler shall reach a decision within the time period set out in Section 7.3 (subject to the exceptions noted therein). Resolution Actions that may be chosen that may be chosen are set out in Section 9.
10. Upon reaching a decision, the Level Two Complaint Handler shall send an Investigation Report and Recommendation for review and authorisation by a Director who shall be required to respond within 7 Business Days.
11. In the event that a Director does not agree with the Level Two Complaint Handler's decision and/or Recommendation under Section 7.10 he/she must give reasons for such disagreement and the Level Two Complaint Handler shall have a further 7 Business Days to revise his/her decision and/or Recommendation and resubmit it to a Director for review and authorisation. If, following resubmission, a Director still does not agree with the decision and/or Recommendation, a Director's preferred decision and/or Recommendation shall be final
12. Upon reaching a decision under Section 7.9 or Upon receiving approval or a final decision under Section 7.10 or 7.11, as applicable, the Level Two Complaint Handler shall send an Investigation Report and Decision Letter to the Customer by first class post or by email, as appropriate. Decision Letters shall set out the decision and the Resolution Action, and shall remind the Customer of their right to escalate the Complaint to Level Three. 4 copy/ copies of the Investigation Report and Decision Letter should be distributed to the Directors.
13. If a delay either occurs or is considered likely to occur at any stage of the Level Two procedure, the Level Two Complaint Handler shall inform the Customer using the Customer's preferred communication method. The Customer should be informed of the length or likely length of the delay and the reasons therefor.
14. The Customer shall have a time limit of 7 Business Days within which to make an Appeal if he/she wishes to escalate the Complaint to Level Three.
15. Upon receipt of an Appeal, the following steps should be taken within 7 Business Days by the Level Two Complaint Handler:
  1. If a written Appeal is received by post, the Level Two Complaint Handler must advise the Directors;
16. All Appeals must be forwarded to an appropriate Appeal Handler, who shall liaise with the Directors, selected in accordance with Section 8.1 within 7 Business Days.
17. All Appeals must be acknowledged in writing within 7 days of receipt by the Level Two Complaint Handler. The acknowledgement should inform the Customer of their assigned Appeal Handler.

## 8. Level Three Complaints

1. The following staff members are qualified and eligible Appeal Handlers for Level Three Complaints:  
Karan Main, Director;  
Alex Main, Director;  
Tom Main, Director.
2. Upon receipt of an Appeal, the Appeal Handler shall forward the Complaint and all accompanying information, evidence and documentation (including, but not limited to, Investigation Reports) to the the Directors, who shall consider the Appeal and make a decision within 7 Business Days whether to:
  1. Investigate the Complaint fully if it is considered to be valid, in which case the procedure should resume from Section 8.3; or
  2. Dismiss the Complaint if it is considered to be invalid, in which case the Appeal Handler should inform the Customer of the Directors decision in writing within 7 Business Days. If the Complaint is so dismissed, the Complaint may be dismissed in its entirety, or the Resolution Action from Level Two may stand.
3. Subject to delays arising from circumstances beyond their reasonable control (including, but not limited to, delays in other persons responding to communications), the Directors shall have a period of 7 Business Days in which to fully investigate the Complaint and to decide upon an appropriate Resolution Action.
4. If the Complaint relates to (a) particular Complainee(s), the Appeal Handler shall inform the Complainee(s) in question of the Appeal and arrange meetings and/or telephone calls between the Complainee(s) and the Directors 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 5.4.3 of our Complaints Policy. Any such contact should be reported to the Appeal Handler.
5. If the Directors requires additional information or evidence in support of the Complaint, the Appeal Handler shall contact the Customer 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 5.4.4 of our Complaints Policy.
6. If a Customer is unable or unwilling to provide information or evidence requested under Section 8.5, the Directors must nevertheless use all reasonable endeavours to resolve the Complaint. If, however, the the Directors considers that it is not possible to uphold the Complaint in the absence of the requested information or evidence, the Complaint may be closed and the Appeal Handler shall inform the Customer of the outcome in accordance with Section 8.10.
7. The Directors shall examine and evaluate the Complaint, taking full account of all relevant statements, information, evidence and circumstances and shall maintain full objectivity and fairness at all times.
8. Subject to the exceptions in 8.8.1, During the investigation of the Complaint,



the the Directors shall have access to all records, information, employees that may be necessary to enable them to carry out an impartial and thorough investigation.

1. Access to some records and/or information is restricted and shall require the authorisation of the Directors:
9. Following their examination of the Complaint, the Directors shall reach a decision, within the time period set out in Section 8.3 (subject to the exceptions noted therein). Resolution Actions that may be chosen that may be chosen are set out in Section 9. The decision of the Directors shall be final subject to the Customer's right to seek External Resolution of their complaint.
10. Once the Directors have reached their decision under Section 8.10, the Appeal Handler shall send an Investigation Report and Decision Letter 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.
11. If a delay either occurs or is considered likely to occur at any stage of the Level Three procedure, the Appeal Handler shall inform the Customer using the Customer's preferred communication method. The Customer should be informed of the length or likely length of the delay and the reasons therefor.
12. 1 copy/copies of the Investigation Report and decision should be filed.

## 9. **Resolution Actions**

When handling Complaints, Level One and Two Complaint Handlers and the Directors may select Resolution Actions, as appropriate to the facts and circumstances of a Complaint:

## 10. **[External Resolution**

1. Customers have the right to seek External Resolution of Complaints if they are not satisfied with the outcome resulting from this Complaints Handling Procedure.
2. The Main Company (York) Ltd handles any and all such referrals in accordance with procedures. The appropriate representative(s) of The Main Company (York) Ltd may require contact with employees of The Main Company (York) Ltd and may require access to documents and information pertaining to a Complaint in the event that a Customer refers their Complaint for External Resolution.
3. Any and all requests made by External bodies for evidence or information, whether written or oral, shall be answered without undue delay, subject to the approval and authorisation of a Director, who shall ensure that said request is reasonable and pertinent given the nature of the Complaint.

## 11. **Implementation of Resolution Actions**

Upon the conclusion of a Complaint, whether at Level One, Two or Three or by External Resolution the Resolution Action(s) settled upon shall require implementation in a timely manner. Responsibility for the implementation of Resolution Actions ultimately lies with the following and may be delegated thereby, as appropriate:

1. A Director

## 12. **Recording of Resolution Actions**

1. Upon the conclusion of a Complaint and the implementation of the applicable Resolution Action(s), a Director shall file the case.

## 13. **Confidentiality and Data Protection**

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 of The Main Company (York) Ltd only to the extent required to resolve the Complaint in question in accordance with this Complaints Handling Procedure.
2. In the event that the details of a Complaint are to be used for training or quality improvement purposes, in which case they will be shared with other employees of The Main Company (York) Ltd 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.
3. All personal information collected by The Main Company (York) Ltd (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.

## 14. **Procedure Review and Responsibility**

1. Overall responsibility for this Complaints Handling Procedure and the implementation thereof lies with the Directors.
2. This Complaints Handling Procedure shall be reviewed regularly at intervals of not more than one year and shall be updated as required.
3. This Complaints Handling Procedure was adopted on 15/8/2017.
4. This Complaints Handling Procedure was last reviewed on 11/01/2024.