



## Renewable Energy Consumer Code

# Renewable Energy Consumer Code

For supplying small-scale renewable and low carbon heat or power generating systems to domestic consumers.

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## **Please note:**

In this document, 'the Code' means this Code; 'we' means the Renewable Energy Association; the 'scheme' means the Renewable Energy Consumer Code, sponsored by us and administered by Renewable Energy Assurance Limited (the 'scheme administrator'), a wholly-owned, independent subsidiary of the Renewable Energy Association; 'members' means members of the Renewable Energy Consumer Code. These and other words that have a specific meaning are defined in the glossary, in section A.

Members of the Renewable Energy Consumer Code have given a legal undertaking to comply with the Code.

**Please read the disclaimer in section E.**

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## 1 Purpose

The Renewable Energy Consumer Code is sponsored by the Renewable Energy Association and administered by its subsidiary Renewable Energy Assurance Ltd. The Code sets out the standards applicable to the selling or leasing of small-scale heat and power generators, whether from renewable or other low carbon sources, to domestic consumers. These include marketing, pre-contractual information, quotations, deposits, contracts, guarantees and after-sales service. This Code has been designed to help Code members achieve high consumer protection standards when selling or leasing small-scale heat and power generators, whether from renewable or other low carbon sources, to domestic consumers. Consumers should have the confidence to generate their heat and power in their own homes. Offering high standards of service will increase Code members' chances of winning future business.

Consumers may not be experts in renewable technologies. It is thus essential that Code members provide consumers with the information they need to choose the most suitable system for them and to get the best from it. The Code enables businesses who comply with it to provide high standards of service when they supply energy generators to domestic consumers. We have also provided [guidance for consumers here](#).

The Code is approved by the Trading Standards Institute (TSI) under the Consumer Codes Approval Scheme (CCAS) and complies with its 'core criteria' which you can find [here](#). The CCAS is facilitated self-regulation that aims to bolster consumer protection and foster effective customer service. This is a mark of the highest consumer protection standards set out in the Code. A Supervisory Panel that may be made up of Code members, consumer representatives and others with an interest in the issues monitors the contents of, and changes to, this Code.

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## 2 Introduction

The importance of small-scale renewable and low carbon heat and / or power generators (which are referred to collectively as 'energy generators' in this Code) is growing. It includes a wide range of different ways of producing heat and power (which are referred to collectively as 'energy sources and convertors' in this Code and set out in attachment B).

Renewable sources of generation include:

- for electricity: solar, wind and hydro; and
- for heat: solar, biomass and heat pumps.

Energy generators allow consumers to generate low carbon or renewable electricity or heat, depending on the fuel source. This Code is not technology-specific but applies to all energy generator transactions between Code members and domestic consumers.

Energy generators are connected to, and often fixed on, a consumer's property. This means that there are special safety standards that apply to their installation and operation.

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## 2.1 The Renewable Energy Association

The Renewable Energy Association (REA) is the UK's leading trade association representing renewable energy producers and suppliers across a wide range of electric and heating energy sources. REA is a not-for-profit company. REA sponsors the Code.

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## 2.2 Renewable Energy Assurance Ltd

Renewable Energy Assurance Ltd (REAL) is a wholly-owned subsidiary company of REA which administers a number of certification schemes and consumer codes in the renewable energy and wider environmental protection sectors. REAL administers the Code.

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## 2.3 The Renewable Energy Consumer Code

The Renewable Energy Consumer Code is aimed at all those businesses active in the small-scale renewable energy generating sector that have contact with domestic consumers. Any business that has joined the Renewable Energy Consumer Code is referred to in this Code as a 'Code member'.

The Renewable Energy Consumer Code is governed by specific Bye-Laws which set out the basis of the relationship between the Code administrator and Code members. Code members must undertake to abide by the Bye-Laws and the Code. This Code relates to the contacts businesses have with consumers. The Code and the Bye-Laws comply with the TSI's core criteria for self-regulation as required by the CCAS. The Code is that which is set out in this document. It covers all the factors that contribute to overall consumer service, including:

- pre-sales activities, advertising, websites and sales visits
- details of what the Code provides;
- clear information on the systems and their performance;
- any arrangements for installing and connecting the system;
- the selection and quality of goods to be supplied;
- details of the conditions of business that apply;
- the standard of any installation and other on-site work;
- guarantees, and any maintenance and after-sales services needed;

- the action that will be taken to deal with any problems; and
- monitoring and continuously improving procedures.

Consumers have the right to expect that goods and services supplied by a Code member will perform properly, be fit for their purpose and meet the quality standards they would reasonably expect, including the standards set out in this Code. If these standards have not been met consumers can complain using the complaints procedure set out in section 9.1, below.

The principles set out in this Code are not intended to interpret, replace or restrict the law. None of the conditions of the Code will affect consumers' rights under any existing laws. Code members must comply with the laws that protect consumers and govern transactions. There is a summary of these laws in attachment C11, below.

This Code has been designed to fit with the MCS installer standard described in section 2.4 below.

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## 2.4 The Microgeneration Certification Scheme

The Microgeneration Certification Scheme (MCS) is an important quality assurance mechanism that sets out technical and process standards for small-scale generation systems which dovetail with the contractual requirements set out in the Code. The MCS and the Code are thus complementary. The MCS covers both:

- technical and process standards for installers of energy generators; and
- technical and process standards for energy generating products.

The MCS is administered by Gemserv on behalf of Government. There are several bodies accredited by the UK Accreditation Service (UKAS) to carry out certification against the MCS installer standards. Certification is a requirement of the UK Government's Feed-in Tariff and domestic Renewable Heat Incentive and the Scottish Government's Community and Renewable Energy Scheme (CRES). **Any Code member who enters into a contract with a domestic consumer for the sale and installation of an Energy Generator must be certified to the relevant MCS installer standards for the technology types specified in the contract. The MCS certified installer that enters into a contract with a domestic consumer must also create the MCS certificate associated with that installation on their own MCS user account.**

Because the Code and the MCS are complementary, all Code members should be certified, or be working towards certification, to the relevant MCS installer standards. Any Code member that has not achieved certification to the relevant MCS installer standards within six months of joining the Renewable Energy Consumer Code, and that has not provided a valid explanation for not having done so, may have their Code membership terminated.

If a Code member obtains sales leads from any third party, the Code member must require that the third party complies with all the relevant requirements of the Code and the relevant MCS standards. The Code member will be responsible for any non-compliance with the Code by the third party.

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## 2.5 Vulnerable consumers

Code members must put in place and process and training for its employees and those working on its behalf to check whether a consumer they contact is vulnerable in any way. Consumers may be vulnerable as a consequence of mental or physical infirmity, age, credulity, learning difficulties, illiteracy or if their first language is not English. The information Code members provide should be appropriate to the consumer's

needs, taking into account any vulnerability. Code members should take special care to ensure that the consumer understands the key documents, including the quotation, the contract and the guarantee arrangements.

Where appropriate, Code members must seek the involvement of a trusted friend or relative in any contact they have with the consumer, and arrange for a trusted friend or relative to be present during a visit to the consumer's home. If this has not been possible, the Code member must re-schedule the visit at a time when a trusted friend or relative is available to be present.

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## 2.6 Using marks and symbols

The Renewable Energy Consumer Code logo provides a guarantee of a high standard of service to consumers. It may only be used by Code members and can be found in different formats [here](#). Code members may only use the logo strictly in line with the latest version of the [guidelines for using the logo here](#).

Code members may only use the TSI logo strictly in line with the latest version of the [TSI's Brand Guidelines here](#).

If Code members are entitled to use other logos, they must follow the conditions of use for these, so long as there is no conflict with the conditions set out in this Code and in the Bye-Laws.

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## 3 Following this Code

All Code members must follow this Code and make sure they have a current membership certificate in their possession. The membership certificate has a space for the Code member to confirm that it follows this Code. It is valid only when signed by the authorised senior representative of the Code member designated as the 'Renewable Energy Consumer Code primary contact'. Code members must inform the Code administrator when there are any changes to the designated Renewable Energy Consumer Code primary contact details. Code members must not amend the certificate in any way. Code members will take all reasonable steps to promote the benefits of the Code to consumers and must not mislead them in any way as to their Code membership.

The Code administrator has put in place arrangements for monitoring Code members' compliance with the Code. Code members must agree to comply with the requirement for regular monitoring. This includes audit compliance checks, mystery shopping and consumer satisfaction feedback.

Code members will make sure that they have access to the latest version of the Code available [here](#). They will make sure that all employees, those individuals they contract with or who act on their behalf are aware of the legal requirements that apply and of their responsibilities under the Code.

Code members are responsible for ensuring that all employees, individuals they contract with and those that act on their behalf are aware of the latest version of the Code, have been effectively trained in how to use the Code and that they comply with it.

Some Code members purchase, or otherwise obtain, sales leads from third party organisations, individuals or lead-generating websites. Code members who do this are responsible for ensuring that the organisations, individuals or those running the lead-generating websites have been trained in, and have complied with, all the relevant conditions of the Code. If they do not comply with the relevant requirements of the Code, the matter will be dealt with as described in the Bye-Laws. This must be an explicit condition of any

agreement between the Code member and a third party.

The Code administrator may, in certain circumstances, share details of a Code member or consumer with the MCS licensee or MCS certification bodies described earlier in this section, with the relevant Trading Standards Department, with the Financial Conduct Authority or with Companies Investigation Branch, part of the Insolvency Service. The Code administrator will only share details of a Code member or consumer in circumstances that comply with the data protection laws.

Code members must inform consumers they contract with about the Code and provide them with full details of how they can access it.

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## 4 General business standards

Code members will not act in any way that might bring the Code into disrepute.

Code members will not engage in high pressure selling techniques.

Code members will deal with consumers politely and quickly, and take steps to make sure that important information is passed to them clearly. When made aware of a complaint, Code members will act to resolve the complaint as speedily and effectively as possible.

Code members must make consumers aware of any responsibilities they will have as a result of the transaction in question. This includes any requirements on consumers to provide information and to operate and maintain any goods provided. All written information must be in plain English.

In the case of vulnerable consumers, Code members are expected to provide extra care and support. See section 2.6 above. Code members must have appropriate insurance to cover potential liabilities to consumers or third-party damage which may be caused by any of their activities in supplying energy generators to consumers. The insurance must be adequate to cover any liabilities which might reasonably be expected to arise from their activities and must not be less than one million pounds for each incident. Code members must make easily accessible to consumers clear and accurate information about the insurance cover they have in place including the extent of the cover, the contact details of the provider and any limits to its territorial coverage.

Code members must follow appropriate business practices and procedures to make sure they can meet their responsibilities to consumers. This includes making sure the business has enough money and other resources to carry out any orders for buying or leasing energy generators agreed with consumers ('contracts').

Code members will give all employees training in delivering services to consumers and will keep records on the training provided and extra training needs. It will often be appropriate for Code members to be accredited to a recognised standard for quality and continuous improvement.

Code members must comply with their obligations under the Data Protection Act 1998 (and all other laws and regulations relating to data protection and privacy) in the collection and processing of the personal data of consumers. Code members must inform consumers that information about them may be passed to the Code administrator and its auditors as part of the Code administrator's monitoring of their compliance with the Code, and that the Code administrator may contact them directly.

If credit or hire purchase is part of a Code member's offer to consumers, then the Code member must ensure they hold a valid, appropriate and up-to-date credit licence and that they conform to all relevant Acts and Regulations that relate to the provision of credit. If Code members recommend specific credit arrangements to consumers, it is their responsibility to ascertain whether they require a credit licence to do

so.

As the products covered by this Code are designed to contribute to a more sustainable use of energy, Code members should work in a way that minimises harm to the environment or to the communities in which they work. Larger companies should consider being accredited to a recognised standard for environmental management and reporting.

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## 5 Pre-sale activities

### 5.1 Advertising and sales promotion

Code members must make sure that any advertising materials they produce or use are legal, decent, honest and truthful, and that they comply with all the relevant legislation including the British Code of Advertising and Sales Promotion ('the CAP Code') and the Consumer Protection from Unfair Trading Regulations 2008 ('the CPRs'). (For further details of relevant Acts and Regulations, see section C11 below.) All performance claims, testimonials and claims about savings, financial payback or income in advertisements or sales promotions must be clearly attributed to a reputable source.

Code members must make sure that any advertising and sales promotion materials do not mislead consumers in any way and that they do not lead consumers into taking decisions they otherwise would not have done. Wherever possible, advertising materials should refer to or use this Code to tell consumers about what the Renewable Energy Consumer Code offers. Code members should tell consumers about the Code and about [the guidance here](#) the Code administrator has provided, and provide copies of it when asked. Where performance information is used in advertising, it must comply with the conditions of section 5.3 below. Code members must not use the logo in order to mislead consumers in any way.

Any comparisons with other products or companies that Code members make in their advertising materials must not be deceptive, and must be in line with the comparative advertising rules in the Consumer Protection from Unfair Trading Regulations 2008 ('the CPRs'). Code members should refer to the [online training resource here](#) for more information.

Where Code members promote their services by direct mail or telephone, they must first check the names against the mailing preference service or telephone preference service databases for any exclusions. Code members must not under any circumstances contact consumers who are registered on these databases. Where they use lists of names for promotional purposes they must ensure that these will be kept in line with data protection laws. Code members must ensure that they do not cause consumers annoyance by contacting them repeatedly. They must terminate the contact if the consumer asks them to do so.

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### 5.2 Behaviour of sales representatives

Code members will be held responsible for all the actions of their employees, those individuals they contract with or who sell on their behalf. Code members must make sure that all these people receive suitable training and that any contact they have with consumers complies with this Code and the law. This should cover the general standards described in section 4, and all the requirements of the Code, in particular those in sections 5, 6 and 7. Code members must ensure that any-one visiting consumers' homes on their behalf shows clear identification. Job titles or descriptions used by sales employees, representatives and any-one acting on a Code member's behalf should not be misleading in terms of the holder's qualifications and experience.

Employees must not give false or misleading information about their business or the product, services or



facilities being offered. They must not make any statement that is likely to mislead the consumer in any way. Providing misleading information is prohibited by this Code and the law.

Sales employees and representatives, whether employed directly, sub-contracted or selling on the Code member's behalf, must not use any selling techniques designed to pressurise the consumer into making an immediate decision. These high pressure selling techniques may be prohibited by law as well as contravening this Code. They include, but are not limited to:

- staying in the consumer's premises for more than two hours (except in exceptional circumstances which must be recorded);
- offering consumers an inflated initial price followed by a discount, or equivalent (for example, additional equipment or monitoring devices for free), for:
  - signing on the day
  - agreeing to provide testimonials
  - providing customer referrals
  - displaying a board outside their home
  - providing performance monitoring data;
- withholding price information until the end of the visit;
- making unrealistic projections for future inflation rates or energy prices; or
- claiming that there is limited availability of the energy generator
- offering payments over £50 for:
  - agreeing to provide testimonials
  - providing customer referrals
  - displaying a board outside their home.

Code members are only permitted to offer discounts of more than £200 where:

- the undiscounted price quoted is a genuine price at which the Code member can show that they have made a significant number of retail sales of energy generators; and
- the discounts have been specifically advertised by the Code member a reasonable time beforehand on the website or in press or other media advertising; and
- the discounted price cannot be confused with the undiscounted price; and
- the discounts apply to every-one irrespective of postcode, region, date, house type or any other limiting factor clearly intended to pressurise a consumer into signing a contract.

Code members must not follow up sales visits by further visits or telephone calls offering further discounted prices or other information intended to pressurise consumers into signing a contract.

Code members should keep a record of the length of time they spend in the consumer's homes for all sales visits. This record may be required as evidence, for example in the event of a complaint being registered by the consumer. Sales visits must not be longer than two hours. If, in exceptional circumstances, a sales visit lasts longer than two hours, the reasons for this must be recorded, but simply recording the reasons will not of itself be a justification for spending more than two hours in the consumer's premises.

Code members' sales employees, representatives and any-one acting on their behalf must act with integrity and, in particular, they must respect the consumer's right to privacy and to bring any contact to an end if requested to do so. They must answer consumers' questions honestly and clearly.

Code members must check whether a consumer is vulnerable in any way. (See section 2.6 above for more information on which groups of consumers may be considered vulnerable.) In such a case, they must adapt key information accordingly, and suggest that the consumer reads it with a trusted friend or relative.

### 5.3 Performance information and predictions

It is very important that Code members do not 'oversell' energy generators to consumers. For this reason, it is essential that Code members give the technical information, set out in section 5.4 below, in writing to consumers before the contract is signed. This means that, in the case of a sales visit where a contract is signed in a consumer's home, the information must be provided in writing during the visit. Code members must keep records of the information provided. Code members must ensure that consumers have sufficient time to read and understand the information provided before signing the contract.

Any material regarding performance information and predictions that Code members present to consumers during a sales visit, whether in printed form, on a laptop or by any other means, must be readily available for inspection if requested during an audit or compliance check.

Before the contract is signed, Code members must give consumers a written estimate of how the energy generator will perform in a format that is readily understandable by them. The written estimate must be based on specific performance data for the technology in question and for the property in question. Where the estimate is based on some standard or 'average' premises, rather than being specific to the property, Code members must provide full details of the source of the assumptions that underpin the data.

Code members must make clear to consumers whether or not they are carrying out a technical site survey during the visit. Where they are not, Code members must make clear to consumers that the quotation and performance estimate may change following the technical site visit and that, in such a case, they have the right to cancel the contract with no penalty even if the technical site visit takes place outside the cancellation period. (See section 5.4 below for more details about the technical site survey, section 6.2 below for more details about the cancellation period and section 7.1 below for more details about technical designs and drawings.)

Any calculations Code members or any-one acting on their behalf present to consumers must be based on the standards that have been developed for the MCS installer standards for individual technologies (described in section C2 below). Code members must present the information in such a way that non-expert readers can readily understand, with predictions presented according to the guidelines provided [here](#). Calculations must be based on product information which has been confirmed by an independent test laboratory in line with all standards that apply. All ratings must be presented in kilowatts (kW), and output in kilowatt hours (kWh), although other units, for example btus or therms, may also be used, if appropriate.

Any estimates of savings, periods of recovery ('payback') or other measures of financial effectiveness Code members or any-one acting on their behalf provide to consumers must be based on the consumer's actual energy use. Any assumptions that have been made (for example, of energy prices, interest rates or inflation) must be set out and clearly explained. Such estimates must not mislead the consumer in such a way as to persuade them to take any action they would not otherwise have done. Code members may, however, provide case studies showing the effectiveness of previous installations, as long as they give full details of the size and type of the energy generator supplied, the type of property which it was used for, when it was supplied as well as the energy costs (and resale price where appropriate).

There are extra conditions for energy generators whose output is in any way unpredictable, for example, due to climatic effects or fuel variations. In such a case, when presenting performance information, Code members should, unless the technology-specific MCS installer standard says otherwise:

- clearly say whether the estimates are based on average or 'worst case' information (in either case, the figures should be based on yearly figures, not those for any particular time of year, and the guidelines recommend that both the yearly average and the 20-year minimum should be shown);

- say where the information on which their calculations are based came from;
- name the area and altitude where the information was measured;
- describe the relationship between the rated output (in kilowatts) and the predicted average output (in kilowatt hours each year);
- take account of predicted variations from the calculated output, for example, to allow for aspect, distance from the measurement location, variations in fuel moisture and quality, and any other factors that apply); and
- follow the technology-specific guidelines on the clear presentation of technical performance information provided by the Code administrator (described in section C2 below).

Code members must keep a record of all site-specific performance calculations on which predictions have been made for 10 years after the energy generator has been installed. They must be able to justify the calculations and make them available to the Code administrator's nominated appointee if asked.

#### 5.4 Proposals, estimates and quotations

Code members will provide consumers with a proposal which comprises performance and any financial estimates and a detailed quotation before the sale is agreed and the contract signed. The Code administrator has prepared [technology-specific model proposal packs here](#).

Code members, when providing consumers with an estimate and a quotation for the sale and installation of an energy generator, must describe clearly the energy generator and how it will work. They must also explain any 'side effects' of the system in terms of noise, heat radiation, electro-magnetic radiation and any other effects.

Code members must give consumers certain financial information before the sale is agreed and the contract signed. Code members will provide consumers with a written cost estimate based on the information the consumer has given them, and make clear that the estimates are not definite figures. Code members will provide consumers with a formal quotation in writing, signed by an authorised signatory. Code members will follow a 'no surprises' pricing policy.

Quotations must show:

- an itemised list of the goods to be supplied;
- the price of goods and the price of the services to be supplied, shown separately, including the costs of any required safety checks and all taxes payable including VAT;
- an itemised list of all survey, design, installation and other services (if a proposal does not include installation work or is made on the assumption that any installation will be done by the consumer or an independent person, the Code member will draw the consumer's attention to the relevant section of the consumer guidance referenced in section C4 below);
- items and services not included in the quotation, which the consumer will need to provide to complete the work, including permissions and approvals, any work needed to restore the property to its original state and any facilities for storing fuel;
- site conditions and special circumstances beyond the control of the Code member which may result in extra chargeable work not covered by the quote, and hourly or daily rates which would apply in this situation;
- any additional metering and monitoring services the consumer will be expected to pay for;
- a timetable for supplying any goods and carrying out any work at the property;
- business terms, including the payment method and timetable, how long the quote will be valid for and other conditions set out in section 6.1, below;

- completion dates for installing the energy generator; and
- the performance estimate in line with the requirements set out in the MCS standards.

Code members must provide consumers with accurate information regarding incentives available for installing energy generators at the consumer's property, such as the Feed-in Tariff for electricity generators and the domestic Renewable Heat Incentive for heat generators. When calculating the likely income from the Feed-in Tariff or the domestic Renewable Heat Incentive for consumers, Code members should use a model based on a reasonable set of assumptions which they must disclose to the consumer. Where possible they should use the [Government model for the Domestic Renewable Heat Incentive here](#).

Where Code members are offering to provide the energy generator free of charge in return for the consumer assigning their right to the Feed-in Tariff or Renewable Heat Incentive benefits, they must give the consumer full information in writing before the consumer signs a contract. The contract should comply with this Code in all respects. The Code administrator has prepared a [model contract here](#).

Code members must produce performance predictions in line with section 5.3 above. When the consumer receives the final invoice, there should be no unexpected items compared to the quotation, unless agreed beforehand. Prices should be itemised clearly and broken down as far as possible. The quotation must be clear and easy to understand.

Code members must provide consumers with an accurate description of any ancillary costs they are likely to incur, for example the costs of a back-up fuel. If any other goods and services will be needed (for example, routine servicing or phone helplines), information on the availability and price of these must be provided in the quote. If a system will need an annual safety check or other regular maintenance, this should also be made clear to the consumer along with the likely cost of this. If the consumer is being offered a leasing arrangement, the same principles will apply.

Code members must draw the consumer's attention to any variations to the original quotation and how this will affect the completion date before the contract is agreed.

Code members should carry out, and pay for, a technical site survey, if possible before the consumer signs the contract. If a Code member does make a charge for carrying out a site survey, then the cost of this must be reasonable in the circumstances, and a written survey report must be provided to the consumer. Code members must make the consumer aware of this cost, and under what circumstances it will be refunded. Code members should not carry out a site survey if they have established that a property is clearly unsuitable from preliminary conversations. If a consumer insists on a site survey being carried out at a property that has been established as clearly unsuitable, it would be reasonable for the consumer to pay for the site survey. If a Code member has not carried out a technical site survey before the consumer signs the contract, and in the event the site later proves unsuitable, the Code member will promptly refund the consumer's deposit in full.

Before the contract is signed, Code members will provide consumers with a telephone number they may call or the address of a local office or showroom they may visit should they later have any queries.

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## 5.5 Permissions, approvals and grants

Code members must be aware of all the permission and approvals that may be needed for the energy generators they offer, including planning permission, building regulations, Energy Performance Certificates and connection requirements. They must provide this information to the consumer before any contract is agreed. Code members will agree with the consumer beforehand who will take responsibility for getting all necessary approvals before either side enters into any financial commitment. If the conditions of the

approval will affect the supply of the unit, the Code member will update and reissue the quotation as necessary once it has been obtained. Code members will make sure that they follow the conditions of any approval during on-site work, and tell any subcontractors about the conditions.

Code members will advise the consumer that they should tell any leaseholders, freeholders, mortgagors and insurers of the property about the planned work and of the need to obtain the relevant consent.

Code members will advise the consumer about any grants or other incentives available for the work and agree whose responsibility it is to apply for them. If it is the consumer's responsibility, the Code member will inform the consumer where to find the relevant information about procedures and deadlines. If Code members are permitted to apply for the incentive on the consumer's behalf, they must first provide the consumer with full information as to the source of the grant, and the terms and conditions that apply to it in writing.

Where the successful award of a grant is essential to the consumer's agreement to proceed with the installation of an energy generator, this should be specified as a condition in the contract. Where no such grant is forthcoming, for whatever reason, the consumer cannot be held to the contract, and will have their deposit and any advance payment refunded in full.

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## 5.6 Pre-contractual information

Before the contract is signed, Code members will provide consumers with certain relevant information in a clearly accessible and accurate manner. This is in addition to that described in sections 5.4 and 5.5 above, and sections 6.2 and 8 below. The information includes:

- the Code member's name, address at which they are registered or carry on business, telephone, email and website details;
- details of how consumers can contact the Code member rapidly and directly;
- the Code member's legal status and form (such as 'sole trader', 'limited company' or partnership);
- where the Code member is a limited company, the registered company number;
- details of the Code member's MCS certification status and certification body;
- the Code member's VAT identification number;
- details of any professional bodies the Code member is registered with;
- details of any trade or public register the Code member is registered with (such as the Gas Safe Register);
- details of any professional body the Code member or any of its senior staff members are registered with;
- details of the law applicable to any contract the Code member may agree, and of the courts that have jurisdiction over it;
- details of how a consumer may lodge a complaint against the Code member;
- details of how a consumer may access the conciliation and independent arbitration services available through the Code and any time limits that may apply (see sections 9.2 and 9.3 below);
- information about all after-sales services, guarantees and warranties;
- where relevant, specific details of the fuel sourcing, usage and storage arrangements that the system will require (see section 8.2 below); and
- details of any requirement for regular servicing that the system will require (see section 8.4 below).

The contract should not be in the name of more than one business, and this business must be both MCS certified and a Code member. All the information listed in this section must relate to the same business.

Finally, Code members must provide consumers with a [leaflet describing this Code here](#). (Hard copies are also available from the Code administrator on request.)

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## 6 Contracts

### 6.1 Terms of business

Code members will provide consumers with clear, unambiguous terms of business that do not disadvantage consumers. Code members will ensure that they carry out their contractual obligations without excluding their liabilities. All terms must conform to the Unfair Terms in Consumer Contract Regulations 1999 and the Consumer Protection from Unfair Trading Regulations 2008 ('CPRs'). (For further details of relevant Acts and Regulations, see section C11 below.) All terms of business must be effectively communicated in writing to the consumer and form part of the quotation (as set out in section 5.4 above).

The written terms of business must include details about:

- the price and main features of the goods to be supplied including VAT (see section 5.4 above);
- cancellation rights (see section 6.2 below);
- payment methods, timing and deposits (see section 6.3 below);
- guarantees (see section 8.1 below); and
- information on after-sales support (see sections 8.3 and 8.4 below).

These terms will not affect the consumer's legal rights under national or international law (including, but not limited to, those shown on the attachment C11). There are more details on consumers' legal rights under the heading 'your rights' at [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)

To assist Code members, the Code administrator has developed [a set of model contract terms here](#), and [an interactive online training resource here](#).

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#### 6.1.1 Sub-contracting requirements

If someone other than the Code member will install or supply other services under the contract, Code members must tell consumers what work they will do. The Code member will make clear to the consumer that the Code member is responsible for the activities of these other contractors, and that the consumer should inform the Code member if there are any problems. Code members must ensure that any sub-contractor, third party, or person carrying out work on their behalf upholds the standards set out in this Code.

An MCS-certified business may subcontract another MCS certified business to carry out the on-site installation work on its behalf so long as this is strictly in compliance with MCS rules and there is a formal subcontract agreement between the parties. An MCS-certified business may only subcontract individuals that are not MCS-certified to carry out certain elements of the contract on its behalf so long as this is strictly in compliance with MCS rules, those individuals have been notified in advance to MCS, and there is a formal subcontract agreement in place between the parties requiring that the work be carried out strictly in line with the relevant MCS installer standards. An MCS-certified business that signs a contract with a consumer will be responsible at all times for fulfilling that contract. (See section 7.1 below for more details on sub-contracting.)

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### 6.2 Cancellation rights

#### 6.2.1 Cancellation rights where consumers sign contracts in the home, away from trade premises or by

distance means

In certain circumstances the contracts Code members agree will be governed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. These Regulations apply to a contract or quotation where:

- a consumer signs it, during a sales or other visit in their home or elsewhere away from the Code member's trade premises in the presence of a representative of the Code member; or
- a consumer agrees it with a Code member exclusively by distance means (for example by email or by post).

In these circumstances Code members must give the consumer the right to cancel without penalty within 14 days of the date on which the goods were all delivered to the consumer's home. (This is known as the 'cancellation period').

These Regulations may also apply to contracts or quotations where:

- a Code member gives it to a consumer following a sales visit, a technical site survey or other visit in a consumer's home if the consumer signs the quotation or contract and returns it immediately after the visit without having had sufficient time to consider it;
- a Code member gives it to a consumer following a sales visit, a technical site survey or other visit in a consumer's home if the Code member later chases the consumer in any way to sign and return it; or
- a Code member agrees it with a consumer exclusively by distance means (for example by email or post) following a visit in the consumer's home for technical survey purposes only.

In these circumstances Code members must give the consumer the right to cancel without penalty within 14 days of the date on which the goods were all delivered to the consumer's home. (This is known as the 'cancellation period').

In the event that a consumer cancels the contract within the cancellation period, Code members must refund any money to the consumer within 14 days.

Code members who fail to give the consumer written notice that they can cancel the contract may not be able to enforce the contract and may be committing a criminal offence. The cancellation period may be extended up to 12 months or until the Code member has complied with its obligation to give the consumer written notice that they can cancel the contract. The notice Code members provide must be exactly in line with Schedule 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The Code administrator has prepared [a model cancellation form and draft guidance here](#). Code members must keep a record of cases in which consumers cancel contracts together with the reasons given.

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### 6.2.2 Cancellation rights in circumstances *other* than where a contract is signed in the consumer's home, elsewhere away from trade premises or by distance means

Code members who provide consumers with a contract or quotation for them to sign and return in their own time must first explain how the consumer can cancel the contract in line with the Code, give the name and address of the person to contact in this event, and provide a prominent cancellation form as part of the contract document.

Code members will give consumers not less than 14 days to cancel the contract without penalty after they have signed it. This is referred to in the Code as the 'cancellation period'. In the event that a consumer cancels the contract within the cancellation period, Code members must refund any money already paid by

the consumer within 14 days.

The cancellation period of 14 days stipulated in this Code reflects a reasonable standard of practice given that the relevant legislative provisions differ depending on how and where the sale takes place. The Code administrator has prepared [a model cancellation form which can be found here.](#))

In the event that legislation requires a longer cancellation period then this should take precedence over the requirements of the Code. (See section C12 below for more details of the different cancellation periods required in relevant legislation.)

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### 6.2.3 Installing during the cancellation period

Code members who install an Energy Generator at a consumer's home during the cancellation period must first have obtained the consumer's express written permission to do so, for example by letter or email. In such a case, the Code member will make the consumer aware that, should they later decide to cancel the contract within the cancellation period, they may be responsible for the costs of goods and services already supplied, and of making good the property. The Code member will keep a record of any instances in which they start to install the system within the cancellation period, and the reasons why.

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### 6.2.4 Consumers cancelling after the cancellation period

Code members must set out clearly in the contract the conditions and costs that will apply if the consumer wants to cancel after the cancellation period. Code members will only be entitled to retain a consumer's funds in respect of specific costs they have reasonably incurred. Such costs will not include any sales, marketing or other costs incurred before the contract was signed. Conditions must comply with the Unfair Terms in Consumer Contracts Regulations and the relevant section of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

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## 6.3 Deposits and further advance payments

Code members will set out clearly in the contract the amount and timing of all payments required. If a Code member requires the consumer to pay a deposit when the contract is signed, this will constitute a reasonable percentage of the estimated overall costs of the work as set out in the contract, for example 15 per cent. It should not exceed 25 per cent under any circumstances. Code members may only use this money for work under the contract, for example for purchasing goods. Code members will repay the deposit within 14 days if the contract is cancelled in line with the conditions set out in section 6.2 of this Code. This is a very important requirement of the Code.

If the Code member subsequently requires a further advance payment to be made by the consumer, this must constitute a reasonable percentage of the overall costs of the work and will only be used for work under the contract, for example for purchasing goods. Under no circumstances can the deposit and the further advance payment, taken together, exceed 60 per cent of the estimated overall costs of the work. Code members can only require a further advance payment no more than three weeks before the agreed delivery date of all the goods to be installed. Code members must protect any deposit and any further advance payment, such that, if they should cease to trade or become insolvent (see glossary for definitions), before the contract has been completed, the consumer will be able to have his or her contract completed at no additional cost by another Code member.

Code members may place such funds in a 'client' or other third party account or use the protected payment



scheme which the Code administrator has arranged. The Code administrator has prepared guidance on third party accounts. Such funds must be separate from those accounts linked to the Code member's own credit and banking facilities and should only be used with the consumer's consent. (This can be obtained in advance when the consumer signs the contract.)

Code members must arrange to insure *all* deposits and advance payments. The Code administrator has arranged a scheme with Quality Assured National Warranties (QANW) which Code members may use. It is part of the Deposit and Workmanship Warranty Insurance (DAWWI) Scheme. Code members may not require consumers to put in place their own insurance. Code members who take deposits and advance payments, and who cannot demonstrate that they have equivalent cover in place with an alternative insurance provider must take part in the Scheme. (See also section 8.1 below.) Code members must inform the Code administrator and consumers accurately about the arrangements they have in place to comply with this section of the Code.

Where a Code member uses a consumer's money, paid in advance, to purchase goods, and where those goods are delivered to the Code member, the Code member will hold the goods on trust for the consumer and will keep them separate from its own goods and those of third parties. The Code member will keep such goods properly stored, protected, insured and identified as the consumer's property. The consumer should be able to inspect or repossess the goods at any time. The legal title to those goods, or the proportion of them that has already been paid for, should pass directly to the consumer. In this way, if the Code member becomes insolvent or ceases to trade (see glossary for definitions), before the installation takes place, the goods will remain the consumer's property.

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#### 6.4 Timetable and any preparation the consumer needs to do

Code members will agree with the consumer and then include as part of the contract the timetable for carrying out the work. This timetable must be convenient for and agreed by the consumer. If a Code member cannot provide a precise date for carrying out the work, they should instead provide a window of two or three days within which the work will be carried out. This window must be convenient for and agreed by the consumer. In setting out the timetable, Code members will at all times show flexibility, and take into account the consumer's preferred working times and dates, including any 'critical completion deadlines'. (See section 7.2 below for more details about design, delivery and installation.)

Code members must tell the consumer about any changes to the agreed timetable as soon as possible before the work starts. In this case, the Code member must give the consumer the opportunity to agree a new start date. In the case of a major delay, or a delay which would take the completion date beyond a critical completion deadline, the Code member may offer different, but equivalent, products so long as they are MCS certified.

If a Code member makes a significant change to the agreed timetable set out in the contract, the consumer will be entitled to cancel the contract and receive a full refund of any deposit or advance payment. This is in line with the Supply of Goods and Services Act 1982. Code members should make consumers aware of their rights under this legislation. (This does not apply to changes that result from events beyond the Code member's control.) To continue with the work, the Code member will issue the consumer with a new contract, including a new cancellation period.

If a delay is the responsibility of the consumer, for example if they have not got the permission they need in time, the Code member will use their best endeavours to arrange a new start date that is convenient to both of them.

## 7 Completing the work

### 7.1 Responsibility for the work

Code members who enter into the contract with a consumer may carry out on-site work themselves, or they may subcontract it or elements of it to someone else. In either case, the contract must be signed by and the installation work carried out by a Code member who is certified to the relevant MCS installer standards described in section 2.3 above. The MCS certified installer that signs a contract with a domestic consumer must also create the MCS certificate associated with that installation on their own MCS user account. (See section 6.1.1 above for more details about sub-contracting.)

An MCS-certified business may subcontract another MCS certified business to carry out the on-site work on its behalf so long as this is strictly in compliance with MCS rules and there is a formal subcontract agreement between the parties. An MCS-certified business may only subcontract individuals that are not MCS-certified to carry out certain elements of the contract on its behalf so long as this is strictly in compliance with MCS rules, those individuals have been notified in advance to MCS, and there is a formal subcontract agreement in place between the parties requiring that the work be carried out strictly in line with the relevant MCS installer standards. An MCS-certified business that signs a contract with a consumer will be responsible at all times for fulfilling that contract.

All those involved in completing the work must be aware of, and comply with, the conditions of, the Code. They must meet the general business standards described in section 4 above, including the requirement for having suitable insurance cover.

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### 7.2 Design, delivery and installation

A final design for the energy generator should be produced before installation work starts. Designs must use only products that are MCS certified, as described in section 2.3 above.

Before the work starts, the Code member must provide the consumer with designs that show where the main system will be installed, and any alterations to the property or services such as electrical and heating systems that will be needed. The design must be specific to the consumer's property, and any schematic design must be amended to show which elements will go where in the specific property where the energy generator is being installed. The consumer must approve this design. (See sections 5.3 and 5.4 above for more details about performance estimates and quotations and section 6.2 above for more details about the cancellation period.)

If, as a result of this information being provided to the consumer, the main Energy Generator differs from the quotation, the Code member must draw this fact to the consumer's attention in writing. The Code member must allow the consumer to cancel the contract if it is no longer suitable for their needs, and have any deposit or advance payment refunded.

If a site survey has not already been carried out, before starting the work the Code member must validate the designs through a technical site survey. See sections 5.3 and 5.4 of the Code above for more details on this. If, after carrying out the site survey and the health and safety risk assessment, the installer considers that the site is not suitable for installing the system, the installer must explain the reasons in writing to the consumer, cancel the contract and refund any deposit or advance payment in full. If the installer considers that the system can only be installed in a different form or place, the installer must explain the reasons in writing to the consumer. If the consumer is not happy with the amended design and specifications, the Code member must agree to cancel the contract and refund any deposit or advance payment in full. The Code member must also explain to the consumer in writing about any disruption to facilities or services

which may happen during the installation work, and any work that may be needed to put things right. Code members must make sure that the installation, if carried out on their behalf, is in line with the standards and good practice. They must follow the specific conditions set out in the relevant MCS installer standard linked to the Code and described in section 2.3 above.

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### 7.3 Testing and commissioning

When the work has been completed, the Code member must check the system fully and test it in line with the MCS installer standards. The Code member must record any test results on a commissioning record, signed by an authorised signatory to confirm the work is satisfactory and give the consumer a copy of this commissioning record together with all relevant conformity and other certificates and guarantees.

The Code member will also give the consumer full operating and maintenance instructions, along with a full description of the system and details of all the guarantees in place. These are the 'handover documents' which, where relevant, must also include the MCS certificate, compliance certificate and invoice for payments received. All the documents provided must be written in hard copy, in plain English and, in the case of vulnerable consumers, the information provided should be appropriate to any particular needs they may have. Handing over these documents to consumers cannot be linked to receipt of full payment and must take place promptly after the system has been commissioned.

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### 7.4 Failure to complete the contract

In cases where contracts are not completed, for example because the Code member has gone into receivership, administration or bankruptcy, become insolvent or cease to trade, the consumer will be able to make a claim against the insurance policy provided to them by the Code member, in line with sections 6.3 above and 8.1 below.

In these cases, the Code administrator will notify the insurance provider, if known, that the Code member has gone into receivership, administration or bankruptcy, become insolvent or ceased to trade, or that an official receiver has been appointed.

If for any reason the consumer cannot claim against the insurance policy to have his or her contract completed, the Code administrator will use its best efforts to find another Code member who is prepared to complete the contract, if possible under the conditions of the previous contract or, if not, under any other conditions that may be agreed with the consumer. If there is any additional cost involved in completing the contract this will be agreed in advance with the consumer. The Code administrator will put forward another Code member, if one has been identified, within a reasonable timeframe.

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## 8 After-sale activities

Before the contract was signed, the Code member must have provided the consumer with a telephone number they may call or the address of a local office or showroom they may visit should they have any queries after the contract has been completed. Code members must ensure that any enquiry is dealt with in an efficient and friendly way, preferably by someone specifically appointed for such a task, for example, a consumer services manager.

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### 8.1 Guarantees

Goods supplied by Code members should be of a satisfactory quality, including in their appearance and finish. They should be fit for any purpose for which such goods are commonly used, and free from minor defects. Code members will make sure that consumers are provided with, at no extra cost, a guarantee against manufacturing faults in any goods supplied. This manufacturer's guarantee should be in line with any conditions set out in the product certification schemes described in section 2.3 above.

Manufacturers' guarantees are intended to protect consumers if there are any faults with the energy generating system. These are needed by law. Guarantees must not limit the consumer's legal rights under the Unfair Terms in Consumer Contracts Regulations 1999 or other relevant legislation. Code members must explain to consumers clearly and in plain English, both in writing and verbally, the terms of the guarantee being offered as well as its duration.

Where the manufacturer is based outside the EU Code members must provide consumers with the details of the importer or distributor of the goods who will assume the responsibilities of the manufacturer in the event of a fault.

Code members will also make sure that consumers are provided with, at no extra cost, a guarantee against any faults that might arise as a result of the installation process and workmanship applied. This workmanship warranty must be valid for a minimum of two years, and be transferable to the new owner in the event that the consumer moves home. This guarantee should be in line with any conditions set out in the relevant MCS installer standards.

In the event that they should become insolvent or cease to trade (see glossary for definitions), during the term of the installer's guarantee, Code members must have arrangements in place to ensure that the full term of the workmanship warranty will be honoured. Such arrangements can include an insurance-backed workmanship warranty or a bond, for example. The Code administrator has arranged an insurance scheme with QANW for this purpose. It is part of the Deposit and Workmanship Warranty Insurance (DAWWI) Scheme. (See also section 6.3 of the Code.) Code members who cannot demonstrate that they have equivalent arrangements in place with an alternative provider should use the DAWWI Scheme. Code members must inform the Code administrator and consumers accurately about the arrangements they have in place to comply with this section of the Code.

If a fault develops at any time, then the consumer is entitled to certain remedies by law. Details of these are set out in the relevant acts, including the Sale of Goods Act 1979, the Sale of Goods and Services Act 1982 and Sale and Supply of Goods to Consumers 2002. If a fault is confirmed within the guarantee period, the consumer is entitled to additional protection. In the event of a fault developing, the Code member will offer the consumer a range of remedies, including to:

- correct the fault on site, if this is practical and in line with the guarantee offered;
- provide replacement or extra equipment to restore the system to its original condition and make good any alterations that have been made;
- pay a refund that is at least equal to the full value of that part of the system that is faulty. (Code members are encouraged to offer higher refunds than the strict minimum to recognise the inconvenience to the consumer.)

Code members must not seek to limit the consumer's legal entitlements in the event of a fault developing, for example by disguising the availability of a number of remedies.

Code members may offer consumers a guarantee that the output of the system will not fall by more than a certain amount from the predicted level. (For example, the guarantee could say that 'output should be no less than 80% of the predicted output over a year'.) If they do so, Code members must make clear what the

conditions of the guarantee are.

If Code members offer consumers any extended guarantees or additional warranties, Code members must tell consumers that these are optional, and set out clearly who is offering it, what the extra costs are, and the main benefits.

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## 8.2 Fuel supplies

For any energy generators that use fuel (such as a biomass boiler), the Code member is not normally responsible for the ongoing supply of fuel, unless this is covered in the contract (in which case 8.3 below would apply).

Code members supplying these systems should give the consumer specific details of the fuel properties, and the likely fuel usage, and instructions for delivery and storage. They should make sure that enough fuel will be available and, if asked, give details of possible fuel suppliers.

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## 8.3 Maintenance and service agreements

Code members must make clear to the consumer before the contract is signed if there is any requirement for regular servicing. In case of a change of ownership of the property, any regular servicing arrangements must be transferable to the new owner.

Code members may offer ongoing maintenance and service agreements to consumers, as well as providing fuel or other goods. The conditions of any agreement must be clearly set out in line with the relevant parts of sections 4, 5 and 6 above, and must include details of the cancellation procedure.

Charges for these services must be reasonable in relation to the cost of the original contract. Code members must tell consumers what these charges are likely to be before the contract is agreed.

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## 8.4 Service and repair

This section applies to work carried out to existing energy generators, whether under guarantee or otherwise.

Code members must agree charges and conditions with the consumer before any work is carried out. All work should be set out in a written quote before it is carried out, in line with section 5.4 above. If repair work is being carried out by some-one other than the installer, this person should offer a separate guarantee for the repair work. Code members should not charge consumers for remedies or repairs that would be likely to be considered by the Courts as reasonable in the light of faulty services.

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# 9 In case of problems

## 9.1 Consumer complaints procedure

The expertise of Code members together with the high standards of service set out in this Code and the MCS product and installer standards should ensure that the overwhelming majority of the energy generators supplied and installed by Code members are problem free. Occasionally, however, problems can and do occur.

The consumer complaints procedure has been set up with the intention of providing a means of complaint

resolution that is cheaper, faster and more effective than court action. Nothing in this Code prevents the consumer from seeking a legal remedy to their complaint, if they consider this to be the more appropriate action. Code members must inform consumers of about the complaints procedure. A diagram showing the complaints procedure can be found [here](#). The complaints procedure may vary depending on the cause of the complaint.

If a consumer has a complaint about a Code member, both parties should use the following procedure:

1. the consumer must tell the Code member he or she agreed the contract with about any complaint they have as soon as possible, and no later than three months, after they have first noticed the problem;
2. the Code member will consider the details of the complaint and report the findings clearly to the consumer within seven working days of receiving the complaint;
3. if appropriate, the Code member will arrange to inspect the consumer's system, within seven days of receiving the complaint, and within 24 hours of receiving the complaint where a consumer is without heating or hot water as a result of the situation that has led to the complaint;
4. the Code member will try to find an agreed course of action to resolve the complaint speedily and effectively to the consumer's satisfaction;
5. if the consumer is not satisfied with the remedy offered by the Code member, and the complaint is (partly or wholly) about technical aspects of the installation of an energy generator, they should direct it to the relevant MCS installer certification body (see section D below for their contact details);
6. if the Code administrator receives a complaint from a consumer that is about technical aspects of the installation of an energy generator, the Code administrator will forward it to the relevant MCS installer certification body, having first obtained the consumer's permission to do so;
7. if the consumer is not satisfied with the remedy offered by the Code member, and the complaint is about any other issues linked to the Code, they should direct it to the Code administrator by completing the [online complaints registration form here](#) or by requesting a hard copy from the Code administrator.
8. the Code administrator will check that the consumer has already given the Code member the opportunity to resolve the complaint;
9. if satisfied the Code administrator will register and acknowledge the complaint within seven days of receiving it, and will also notify the Code member of the complaint;
10. Code members will not take action through the courts without first trying to solve the problem as set out in this section;
11. if the complaint has not been resolved using the procedure set out above the Code administrator will assign the complaint to one of its complaint handlers who will mediate between the consumer and the Code member, taking the facts of the matter into account and using their best endeavours to suggest an acceptable solution;
12. in the event that the complaint cannot be resolved with the assistance of the Code administrator's complaint handlers, either the Code member or the consumer may request to use the independent conciliation or arbitration services set out below.

The consumer may use a consumer representative or observer to help deal with a complaint. In this case, Code members must co-operate fully with this person.

In the event that the complaint is of a technical nature the Code administrator will seek the consumer's consent for the details to be shared with the relevant MCS certification body and the relevant trading standards department.

## 9.2 Independent conciliation service

The Code offers an independent conciliation service that can be used in the unlikely event of complaints not being sorted out amicably between the consumer and Code member using the procedure set out above. This service aims to reach a non-legal solution to the dispute in a reasonable timescale. There is no extra charge for using this service. Code members will always agree to use it if a consumer wants to do so. The conciliation process works as follows:

1. if a consumer's complaint against a Code member has not been resolved using the procedure set out in section 9.1 above, the Code member or consumer may ask for the complaint to be passed to the independent conciliation service;
2. if the consumer requests to use the independent conciliation service, the Code member must accede to that request;
3. if requested to do so, the Code administrator will pass the complaint to IDRS Ltd. (IDRS) who will provide the independent conciliation service on its behalf in line with the rules available here;
4. before proceeding to conciliation the consumer and the Code member will agree to do their best to comply with the conciliator's recommendations which will then be implemented and the complaint closed without recourse to any further action;
5. the Code administrator will inform the other people identified as being involved in the dispute and direct them to the rules available here;
6. the consumer may be required to fill in a conciliation form and, if so, they should send the completed form to IDRS or as otherwise directed;
7. the other parties involved in the dispute may also be required to send any relevant information to IDRS, or as otherwise directed, as soon as possible, but in any event within 10 working days;
8. the independent expert will review the written evidence in the light of the consumer protection legislation in force, and may discuss the details and possible solutions with the people involved;
9. if the conciliator's recommendations are not acceptable to either side, they must explain why to the Code administrator and the independent expert.

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## 9.3 Independent arbitration service

The Code offers an independent arbitration service that can be used in the unlikely event of complaints not being sorted out amicably between the consumer and Code member using the procedure set out in section 9.1 above. It is not a pre-requirement for arbitration for the consumer and Code member to have used the independent conciliation service set out in section 9.2 above, which is optional. Either the consumer or the Code member has the right to ask for the complaint to be referred to the independent arbitration service if the complaint has not been resolved within eight weeks of the Code administrator having assigned it to a complaint handler.

Neither the consumer nor the Code member is required to refer the dispute to independent arbitration, and may choose to deal with the matter in other ways, including by taking legal action. However, if the consumer asks that the complaint be referred for arbitration, the Code member must accede to the request.

The Code administrator has appointed IDRS Ltd. (IDRS) to run the independent arbitration service on its behalf. Once a consumer asks for arbitration in line with the [rules of the service](#), IDRS will appoint an independent arbitrator from the panel it maintains for the purpose. The independent arbitration will be conducted under the Arbitration Act 1996. The independent arbitration process will work as follows:

1. before applying for independent arbitration a consumer must have attempted to resolve the complaint, following the complaints procedure as described in section 9.1 above;

2. before applying for independent arbitration the consumer or Code member must inform the Code administrator of their intention to do so;
3. the consumer must complete the application form available from the Code administrator and return it to IDRS with a fee of £100 + VAT; (this fee will be refunded to the consumer by the Code member if the independent arbitrator finds in his or her favour, or recommends it to be refunded);
4. the Code member must accede to a consumer's request for arbitration, provided that the parties have been unable to resolve the complaint using the complaints procedure as described in this Code. The Code member will also be required to pay a fee of £100 + VAT to IDRS.

An award made under the independent arbitration service shall be final and binding on both the consumer and the Code member. The consumer or Code member may only challenge it on certain limited grounds under the Arbitration Act 1996. The consumer or Code member would not normally be able to pursue the complaint later through the courts. If the arbitrator makes a decision in favour of the consumer, the Code member must refund the fee in addition to any award that may be made.

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## 9.4 Disciplinary procedures

Code members have given a legal undertaking on joining the Code that they will follow this Code.

If any Code member is suspected of not following the Code, the Code administrator will investigate the matter and take disciplinary steps (if any are required) in accordance with sections 5, 6 and 7 of the Bye-Laws, a copy of which is available [here](#).

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## 10 Monitoring performance

The Code administrator will assess how effective the Code is in delivering higher standards to consumers in line with the core criteria established by TSI. The Code administrator will carry out the following monitoring and auditing measures, and report the results to the Supervisory Panel described in section 1 above:

- a. assess feedback from consumers obtained through consumer satisfaction surveys;
- b. analyse cases it is aware of in which Code members have not complied with the Code;
- c. carry out regular audit compliance checks of Code members' performance;
- d. analyse conciliation and arbitration case outcomes; and
- e. carry out 'mystery shopping' exercises to judge Code members' performance.

The Code administrator will publish the results of this monitoring in an annual report, which it will make available to Code members, TSI and other relevant organisations, and also on the website. The report will include plans for improving consumer satisfaction levels and the contents of the Code against a set of key performance indicators agreed with TSI. The Supervisory Panel described in section 1 above will consider the report and take any appropriate action.

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## Attachments

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### A Glossary and definitions

This document uses the following definitions.



advertisement or advertising	Any form of representation including oral representations made in connection with a trade or business in order to promote the supply or transfer of goods and services. Such representations could include those made during or after the sale.
arbitration	An independent means of binding complaint resolution that is cheaper, faster and more effective than court action
authorised signatory	Nominated employees who are trained in using the Code and authorised to sign on behalf of a Code member any quote, commissioning record or other document.
cancelation period	The length of time during which consumers may cancel a contract they have agreed with a Code member with no penalty.
code	The Renewable Energy Consumer Code set out in this document.
code administrator	Renewable Energy Assurance Limited, the organisation appointed to run the Code.
code member	Any registered member of the Renewable Energy Consumer Code.
conciliation service	The Renewable Energy Consumer Code's conciliation service described in section 9.2 above.
consumer	A private person who seeks to buy or lease goods or services from a business or other provider. (see Glossary for further explanations of domestic and micro-business consumer)
contract	An agreement between a Code member and a consumer for supplying or installing an energy generator, as defined below.
employees	An individuals who are in the paid employment of a company who is a member of the Renewable Energy Consumer Code.
energy source or convertor	A particular type of renewable or small-scale heat and power generator such as solar heating, wind power or biomass (wood) boilers.
energy generator	Any renewable or low carbon small-scale heat and power generator, at the consumer's premises. (This may include systems mounted on the roof or the structure of a building, or those mounted nearby within the consumer's grounds.)
goods	Equipment or hardware forming part of a renewable or low carbon small-scale heat or power generator.
guidance	Guidance for Code members or consumers provided from time to time by the Code administrator.
independent arbitration	The independent arbitration procedure described in section 9.3.
installer	An organisation or person installing a renewable or low carbon small-scale heat and power generator in or at the property of a consumer, as defined above.
installer certification	The MCS installer standard set up to show that listed installers have the ability and expertise to fit, test and commission renewable and small-scale heat and power generators to the standard set out in relevant government programs.

product	An item of hardware forming part of a renewable or low carbon small-scale heat or power generator.
product certification	The MCS product standards that exist to make sure that products are suitable to be installed as renewable or low carbon small-scale heat and power generators, as required by relevant government programs.
the property	The premises where the renewable or low carbon small-scale heat and power generator has been or will be installed.
supervisory panel	The panel appointed to monitor the development of the Code.
website	The internet site, <a href="http://www.recc.org.uk">www. recc.org.uk</a> , where details of the Renewable Energy Consumer Code, including the Code, are published.

## B Types of renewable energy sources or convertors

This Code covers the following renewable energy sources. (The Code also covers low carbon small-scale heat and power generators and fuel cells, even where their energy source is not renewable.)

air-source heat pumps	Systems which collect heat from the surrounding air and feed it into the heating system of the property.
biomass	Fuels produced by crops, plants and trees, in particular logs, wood pellets and chips. Even though carbon dioxide is released when they are used, they are considered to be renewable sources because the plants take this carbon dioxide from the atmosphere when growing.
biomass heating	Heat generation using biomass fuels, for example, in wood- or pellet-burning stoves or biomass boilers.
combined heat and power (CHP)	Combined heat and power (electricity) production using biomass or fossil fuels. Systems of the size typically used for domestic or small-scale generation are sometimes referred to as 'micro-CHP'. Units that run on fossil fuels, normally natural gas, are not classed as renewable.
fuel cells	A cell that produces energy in the form of electricity and heat as long as fuel is supplied. The fuel is typically a gas, like hydrogen, which may be from a renewable or a non-renewable source. (Fuel cells are not currently available for use in domestic consumers' homes.)
ground-source heat pumps	Systems which collect heat from the coils buried in the ground and feed it into the property's heating system.
hydro power	Power from the flow of water, for example, in a river, canal or weir, usually collected by a water turbine. Systems with a capacity of less than 100 kilowatts (the size typically used for small-scale generation) are sometimes referred to as 'micro-hydro'. Very small systems with a capacity of less than five kilowatts are also known as 'pico-hydro'.
solar photovoltaics	Power produced from solar cells that convert light into direct current (DC) electricity, which is usually then converted to standard alternate current (AC) power and fed into the property's distribution system.

solar water heating	Collecting heat from the sun's rays, usually using solar panels in which water is heated and then circulated to the domestic hot-water system through a heat exchanger.
wind power	Power from the wind collected by using a wind turbine, usually involving 'propeller' blades rotating about a horizontal axis (but some designs use other turbine designs or a vertical axis). Systems of the size typically used for domestic or small-scale generation are sometimes referred to as 'micro-wind'.

There are many other renewable energy sources, including wave and tidal power, and energy from landfill and other biogas sources. Because these sources are not normally used for small-scale heat and power generators, they are not part of this Code.

## C References to other relevant documents.

Most of these documents are available on the website ([www.recc.org.uk](http://www.recc.org.uk)). They will be updated from time to time.

C1 Guidance on using the Renewable Energy Consumer Code logo and other marks

C2 Guidance on presenting performance predictions and quotations

C3 Guidance on Feed-in Tariffs

C4 Guidance to help consumers choose renewable and low carbon small-scale heat and power generators ([www.recc.org.uk/consumers](http://www.recc.org.uk/consumers))

C5 Guidance on protection of deposits and advance payments

C6 Model contract

C7 Training on consumer protection legislation

C8 Guidance on the Deposit and Workmanship Warranty Insurance (DAWWI) Scheme

C9 Guidance on MCS installer certification ([www.microgenerationcertification.org/installers-manufacturers/installers-certification](http://www.microgenerationcertification.org/installers-manufacturers/installers-certification))

C10 Guidance on MCS product certification ([www.microgenerationcertification.org/installers-manufacturers/product-certification](http://www.microgenerationcertification.org/installers-manufacturers/product-certification))

C11 The laws, guidance and codes that apply:

Arbitration Act 1996

British Code of Advertising and Sales Promotion

Business Names Act 1980

Companies Act 1980 & 2006

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Consumer Protection Act 1987

Consumer Protection from Unfair Trading Regulations 2008 ('CPRs').

Data Protection Act 1998

Direct Selling Association Consumer Code

Enterprise Act 2000 (and all the legislation covered by it)

Misrepresentation Act 1967

Ofcom Consumer Code

PhonePayPlus Consumer Code  
Provision of Services Regulations 2009 ("the Regulations")  
Sale and Supply of Goods to Consumers Regulations 2002  
Sale of Goods Act 1979 & 1994  
Supply of Goods and Services Act 1982  
Unfair Terms in Consumer Contracts Regulations 1999

(More details on these Acts and Regulations can be obtained from Citizens Advice:  
([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk))

#### C12 Details of cancellation periods required in relevant legislation

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and E-Commerce Regulations 2002 - for goods purchased by telephone, mail order, fax, digital TV, the Internet, consumers have the unconditional right to cancel an order fourteen working days after receipt of the goods.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013- consumers who enter into a contract made off - premises have a right to cancel the contract within fourteen days. In the case of doorstep selling, members who fail to give the consumer all the information set out in Schedule 2 (l) (m) & (n) as well as written notice that they can cancel the contract as set out in Schedule 3 will be committing a criminal offence.

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#### D Contact details and links to other organisations

##### The Code sponsor

###### **Renewable Energy Association**

25 Eccleston Place  
London SW1W 9NF  
Tel: 020 7925 3570  
Fax: 020 7925 2715  
E-mail: [info@r-e-a.net](mailto:info@r-e-a.net)  
Website: [www.r-e-a.net](http://www.r-e-a.net)

##### The Code administrator

###### **Renewable Energy Assurance Limited**

25 Eccleston Place  
London SW1W 9NF  
Tel: 020 7925 3570  
Fax: 020 7925 2715  
E-mail: [info@recc.org.uk](mailto:info@recc.org.uk)  
Website: [www.recc.org.uk](http://www.recc.org.uk)

##### The Code approver

###### **Trading Standards Institute**

1 Sylvan Court, Sylvan Way  
Southfields Business Park  
Basildon, Essex SS15 6TH  
Tel: 0845 608 9400

Email: [ccab@tsi.org.uk](mailto:ccab@tsi.org.uk)

Website: [www.tsi.org.uk](http://www.tsi.org.uk)

Consumer protection organisations and agencies

**Advertising Standards Authority**

Mid City Place

71 High Holborn

London WC1V 6QT

Tel: 020 7492 2222

Fax: 020 7242 3696

Email: [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk)

Website: [www.asa.org.uk](http://www.asa.org.uk)

**Citizens Advice**

3rd Floor North

200 Aldersgate Street

London EC1A 4HD

Tel: 03000 231 231

Website: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

**Office of Communications (Ofcom)**

Riverside House

2a Southwark Bridge Road

London SE1 9HA

Tel: 020 7981 3000

Fax: 020 7981 3333

Email: [info@ofcom.org.uk](mailto:info@ofcom.org.uk)

Website: [www.ofcom.org.uk](http://www.ofcom.org.uk)

**Office of Gas and Electricity Markets (Ofgem)**

9 Millbank

London SW1P 3GE

Tel: 020 7901 7295

Fax: 020 7901 7066

Email: [consumeraffairs@ofgem.gov.uk](mailto:consumeraffairs@ofgem.gov.uk)

Website: [www.ofgem.gov.uk](http://www.ofgem.gov.uk)

**PhonePayPlus,**

Clove Building

4 Maguire Street

London SE1 2NQ

Tel: 020 7940 7474

Email: [compliance@phonepayplus.org.uk](mailto:compliance@phonepayplus.org.uk)

Website: [www.phonepayplus.org.uk](http://www.phonepayplus.org.uk)

Energy, buildings and technical expert organisations

**British Standards Institution**

British Standards House

389 Chiswick High Road

London W4 4AL

Tel: 020 8996 9001  
Fax: 020 8996 7001  
Email: [cservices@bsigroup.com](mailto:cservices@bsigroup.com)  
Website: [www.bsigroup.com](http://www.bsigroup.com)

**The Carbon Trust**

4th Floor, Dorset House  
27-45 Stamford Street  
London SE1 9PY  
Tel: 020 7832 4802  
Email: [customercentre@carbontrust.co.uk](mailto:customercentre@carbontrust.co.uk)  
Website: [www.carbontrust.com](http://www.carbontrust.com)

**Energy Saving Trust**

21 Dartmouth Street  
London SW1H 9BP  
Tel: 020 7222 0101  
E-mail: [info@est.org.uk](mailto:info@est.org.uk)  
Website: [www.est.org.uk](http://www.est.org.uk)

Other industry associations

**RenewableUK**

Greencoat House  
Francis Street  
London SW1P 1DH  
Tel: 020 7901 3000  
Fax: 020 7901 3001  
E-mail: [info@renewableuk.com](mailto:info@renewableuk.com)  
Website: [www.renewableuk.com](http://www.renewableuk.com)

**Energy Networks Association**

6th Floor, Dean Bradley House  
52 Horseferry Road  
London SW1P 2AF  
Tel: 020 7706 5100  
Email: [info@energynetworks.org](mailto:info@energynetworks.org)  
Website: [www.energynetworks.org](http://www.energynetworks.org)

**Energy UK**

1 Hobhouse Court  
Suffolk Street  
London, SW1Y 4HH  
Tel: 020 7104 4160  
Email: [info@energy-uk.org.uk](mailto:info@energy-uk.org.uk)  
Website: [www.energy-uk.org.uk](http://www.energy-uk.org.uk)

**Sustainable Energy Association**

6th Floor, North Wing, Blenheim Court,  
Radcliffe House, Lode Lane, Solihull  
B91 2AA  
Tel: 0121 709 5587

Email: [info@sustainableenergyassociation.com](mailto:info@sustainableenergyassociation.com)

Website: [sustainableenergyassociation.com](http://sustainableenergyassociation.com)

MCS Accreditor and Licensee

### **UK Accreditation Scheme (UKAS)**

21-47 High Street

Feltham

Middlesex TW13 4UN

Tel: 020 8917 8400

Fax: 020 8917 8500

Email: [info@ukas.com](mailto:info@ukas.com)

Website: [www.ukas.com](http://www.ukas.com)

### **Gemserv Ltd**

10 Fenchurch Street

London EC3M 3BE

Tel: 020 7090 1000

Fax: 020 7090 1001

Email: [info@gemserv.com](mailto:info@gemserv.com)

Website: [www.gemserv.com](http://www.gemserv.com)

Website: [www.microgenerationcertification.org](http://www.microgenerationcertification.org)

Accredited MCS Installer Certification Bodies

### **Action Renewables**

(Northern Ireland and Republic of Ireland only)

Block C, Unit 1, Boucher Business Studios

Glenmachan House

Belfast BT12 6QH

Tel: 028 9072 7760

Fax: 028 9023 4464

Email: [info@actionrenewables.co.uk](mailto:info@actionrenewables.co.uk)

Website: [www.actionrenewables.org](http://www.actionrenewables.org)

### **Benchmark Certification**

International House

George Curl Way

Southampton

Hampshire SO18 2RZ

Tel: 023 8051 7069

Email: [info@benchmark-cert.co.uk](mailto:info@benchmark-cert.co.uk)

Website: [www.benchmark-cert.co.uk](http://www.benchmark-cert.co.uk)

### **Building Research Establishment**

(BRE Ltd)

Bucknalls Lane

Watford, WD25 9XX

Tel: 01923 664 000

Fax: 01923 664 010

E-mail: [enquiries@bre.co.uk](mailto:enquiries@bre.co.uk)

Website: [www.bre.co.uk](http://www.bre.co.uk)

**Certsure**

Warwick House  
Houghton Hall Park  
Houghton Regis  
Dunstable LU5 5ZX  
Phone: 0870 013 0382  
Fax: 01582 539090  
Email: [enquiries@certsure.com](mailto:enquiries@certsure.com)  
Website: [www.certsure.com/about-us/](http://www.certsure.com/about-us/)

**CORGI Services Ltd**

(Now part of Benchmark, above)

**ECA Certification**

(Now part of Certsure, above)

**HETAS**

Severn House  
Unit 5, Newtown Trading Estate  
Green Lane  
Tewkesbury GL20 8HD  
Tel: 01684 278170  
Fax: 01684 273929  
Email: [info@hetas.co.uk](mailto:info@hetas.co.uk)  
Website: [www.hetas.co.uk](http://www.hetas.co.uk)

**NAPIT**

4th Floor, Mill 3  
Pleasley Vale Business Park  
Mansfield  
Notts NG19 8LR  
Tel: 0845 543 0330  
Fax: 0845 543 0332  
Email: [info@napit.org.uk](mailto:info@napit.org.uk)  
Website: [www.napit.org.uk](http://www.napit.org.uk)

**NICEIC Group**

(Now part of Certsure, above)

**Stroma**

Pioneer Way  
Castleford  
West Yorkshire WF10 5QU  
Tel: 0845 621 1111  
Fax: 0845 621 1112  
Email: [info@stroma.com](mailto:info@stroma.com)  
Website: [www.stroma.com](http://www.stroma.com)



## E Glossary

The term “become insolvent” includes:

Where the Code Member suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

Where the Code Member commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

Where a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Code Member (being a company);

Where an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Code Member (being a company);

Where the holder of a qualifying floating charge over the assets of the Code Member (being a company) has become entitled to appoint or has appointed an administrative receiver;

Where a person becomes entitled to appoint a receiver over the assets of the Code Member or a receiver is appointed over the assets of the Code Member;

Where the Code Member (being an individual) becomes the subject of a bankruptcy petition or order; dies; or, by reason of illness or incapacity (whether mental or physical), becomes incapable of managing his own affairs or becomes a patient under any mental health legislation; and

Where a creditor or encumbrancer of the Code Member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Code Member’s assets and such attachment or process is not discharged within 10 Days;

Where the Code Member suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

The term “domestic consumer” includes:

A consumer who has signed a contract for the purchase or lease of an Energy Generator acting in a domestic capacity.

A consumer who has **signed a contract, or intends to sign a contract, for an Energy Generator which is installed at or near private domestic premises occupied by them, and intends that the amount of electricity or heat generated by the Energy Generator will not significantly exceed the amount of electricity or heat consumed in those premises.**

The term “micro-business consumer” includes:

A consumer who

(i) has an annual consumption of:

(a) electricity of not more than 55,000 kWh; or

(b) gas of not more than 200,000 kWh; or

(ii) has:

- (a) fewer than 10 employees (or their full time equivalent); and
  - (b) an annual turnover or annual balance sheet total not exceeding £1.5 million.
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## F Our responsibilities

As the Code sponsor, Renewable Energy Association (REA) has developed this Code to help Code members achieve high standards and to give consumers peace of mind when purchasing renewable energy products.

We agree to monitor the Code (either ourselves or through the Code administrator or Supervisory Panel members) and to update it regularly to reflect appropriate business practice.

We will also make sure that our members agree to follow the Code. The Code administrator will publish a list of all Code members, together with their membership status, on the website located at <https://www.recc.org.uk>. We will not allow an organisation who has not been accepted as our member, but who has agreed to follow the Code, to become a Code member. Neither we nor the Code administrator are a party to any contract covered by this Code. Other than providing the services described in the Code, we cannot accept responsibility for the performance of members or non-members in meeting the conditions of a contract. Except as explicitly set out in this Code we, the Code administrator or the Supervisory Panel shall have no other obligation, duty or liability whatsoever in contract, tort or otherwise. We shall not be liable to you in contract, tort or otherwise for any direct loss or loss of revenue, business, contracts, anticipated savings, profits or any indirect or consequential loss however arising. If you have any concerns about this Code then please tell us using the feedback form here.

We recommend that consumers take great care in deciding which energy generator to purchase, and who will install it. (We have set out further guidance for consumers on what to look for, available on the website here.) The Code administrator would welcome reports of unusually good or bad experiences with purchasing and installing energy generators, as described in this Code.

If you would like to complain about the way in which the Code administrator has carried out its role you can do so by emailing TSI at this address: [ccab@tsi.org.uk](mailto:ccab@tsi.org.uk)

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