



Renewable Energy Consumer Code

Renewable Energy Consumer Code

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

Publication Date: 08.04.2013

The Consumer Code has recently been updated to reflect:

- the transfer of the Consumer Codes Approval Scheme from the Office of Fair Trading to Trading Standards Institute;
- the change of name from REAL Consumer Code to Renewable Energy Consumer Code and the linked domain name.

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.



Contents

1. [Purpose](#)
2. [Introduction](#)
 - 2.1 [The Renewable Energy Association](#)
 - 2.2 [The Renewable Energy Consumer Code](#)
 - 2.3 [The Microgeneration Certification Scheme](#)
 - 2.4 [The Consumer Code](#)
 - 2.5 [Using marks and symbols](#)
3. [Following this Code](#)
4. [General business standards](#)
5. [Pre-sale activities](#)
 - 5.1 [Advertising and sales promotion](#)
 - 5.2 [Behaviour of sales employees or representatives](#)
 - 5.3 [Performance information and predictions](#)
 - 5.4 [Proposals, estimates and quotes](#)
 - 5.5 [Permission, approval and grants](#)
 - 5.6 [Pre-contractual information](#)

6. Contracts
 - 6.1 Terms of business
 - 6.2 Cancellation rights
 - 6.3 Deposits and part payments
 - 6.4 Timetable and any preparation the consumer needs to do
 7. Completing the order
 - 7.1 Responsibility for the work
 - 7.2 Design, delivery and installation
 - 7.3 Testing and commissioning
 - 7.4 Failure to complete the contract
 8. After-sale activities
 - 8.1 Guarantees
 - 8.2 Fuel supplies
 - 8.3 Maintenance and service agreements
 - 8.4 Service and repair
 9. In case of problems
 - 9.1 Consumer complaints procedure
 - 9.2 Conciliation service
 - 9.3 Independent arbitration
 - 9.4 Disciplinary procedures
 10. Monitoring performance
 - A. Glossary and definitions
 - B. Types of renewable energy sources or convertors
 - C. References to other relevant documents
 - D. Contact details and links to other organisations
 - E. Our responsibilities
-

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. We have designed this Code to help 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. We want consumers to 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.

We recognise that most domestic consumers are not experts in renewable technologies. It is thus essential that members provide consumers with the information they need to choose the most suitable system for them and to get the best from it. This is why we set up the Renewable Energy Consumer Code to help companies provide high standards of service when they supply energy generators to domestic consumers. We have also provided guidance for consumers at:

www.recc.org.uk/consumers

The Code is approved by the Trading Standards Institute under the Consumer Codes Approval Scheme (CCAS). This is a mark of the highest consumer protection standards we maintain through the Code. A Panel made up of members, consumer representatives and others with an interest in the issues monitors the contents of, and changes to, this Code.

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.

Small-scale combined heat and power generators allow consumers to generate low carbon or renewable electricity, depending

on the fuel source.

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

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.



2.2 The Renewable Energy Consumer Code

The Renewable Energy Consumer Code is governed by specific Bye laws which members must undertake to abide by. The Code is the centrepiece, and is aimed at all those companies that have contact with domestic consumers. Any organisation that has joined the Renewable Energy Consumer Code is referred to in the Code as a 'member'.



2.3 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 covers both:

- technical and process standards for installers of small-scale heat and power generators; and
- technical and process standards for small-scale heat and power generating products.

The MCS is administered by Gemserv on behalf of Government. There are currently 9 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, the Scottish Government's Community and Renewable Energy Scheme (CRES), the Renewable Heat Premium Payments and is likely to be a requirement of the proposed Renewable Heat Incentive for domestic consumers in the future.



The Certification Mark for Onsite
Sustainable Energy Technologies

Any Renewable Energy Consumer Code member who enters into a contract with a domestic consumer for the sale and installation of a small-scale heat or power generating system must be certified to the relevant MCS installer standards.

Renewable Energy Consumer Code members must be certified, or be working towards certification, to the relevant MCS installer standards. Any Renewable Energy 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, will have their membership terminated and the balance of their fee refunded.

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

2.4 The Consumer Code

This Code relates to the contacts companies have with consumers. The Code and the Bye-Laws comply with the OFT'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:

- 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 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. 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 2.3, above.

2.5 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 members and can be found in different formats at: www.recc.org.uk/member. Members will use the Renewable Energy Consumer Code logo strictly in line with the guidelines the Code administrator issues from time to time which can be found at: www.recc.org.uk/pdf/guidance-on-use-of-the-logo.pdf.

Members may only use the TSI logo strictly in line with TSI's Brand Guidelines.

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

3 Following this Code

All members must follow this Code and make sure they have a current membership certificate in their possession. The membership certificate has a space for you to confirm that you follow this Code. It is valid only when signed by the authorised senior representative of your company that has been designated as the 'Renewable Energy Consumer Code primary contact'. Members must inform the Code administrator when there are any changes to the designated Renewable Energy Consumer Code primary contact details. Members will take all reasonable steps to promote the benefits of the Code to consumers.

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

Members will make sure that they have access to the latest version of the Code available at: www.recc.org.uk/scheme/consumer-code. 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.

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

Some members purchase, or otherwise obtain, sales leads from third party organisations, individuals or websites. Members who do this are responsible for ensuring that the organisations, individuals or those running the 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 member and a third party.

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

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

4 General business standards

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

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, members will act to resolve the complaint as speedily and effectively as possible.

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, members are expected to provide extra care and support. 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 member must have been able reasonably to foresee this vulnerability. The information members provide should be appropriate to the consumer's needs. 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, members must seek the involvement of a trusted friend or relative. The Code administrator has prepared further guidance on vulnerable consumers here.

Members must have appropriate insurance to cover possible 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 but must not be less than one million pounds for each incident. 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.

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

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 members to be accredited to a recognised standard for quality and continuous improvement.

If credit or hire purchase is part of a member's offer to consumers, then the member must ensure they hold a valid and up-to-date credit licence with the appropriate categories and that they conform to all relevant Acts and Regulations that relate to the provision of credit. If 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, 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.

5 Pre-sale activities

5.1 Advertising and sales promotion

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.

Wherever possible, advertising materials should refer to or use this Code to tell consumers about what Renewable Energy Consumer Code offers. Members should tell consumers about the Code and about the guidance the Code administrator has provided [here](#), and provide copies when asked. Where performance information is used in advertising, it must comply with the conditions of section 5.3 below.

Any comparisons with other products or companies that 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'). Members should refer to the online training resource [here](#) for more information.

Where 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. Where they use lists of names for promotional purposes they must ensure that these will be kept in line with data protection laws.

5.2 Behaviour of sales representatives

Members will be held responsible for all the actions of their employees, those individuals they contract with or who sell on their behalf. Members must make sure that all these people receive suitable training. 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. Members must ensure that any-one visiting consumers' premises on their behalf shows clear identification. Job titles or descriptions used by sales employees, representatives and any-one acting on a 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 company or the product, services or facilities being offered. They must not make any statement that is likely to mislead the consumer in any way.

Sales employees and representatives, whether employed directly, sub-contracted or selling on the company's behalf, must not use any selling techniques designed to pressurise the consumer into making an immediate decision. These techniques are 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; or
- claiming that there is limited availability of the energy generator.

Members are only permitted to offer any discounts of more than £200 where:

- the undiscounted price quoted is a genuine price at which a significant number of retail sales of energy generators can be shown to have been made; *and*
- the discounts have been specifically advertised 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 by virtue of the length of time it is available for; *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.

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.

Members should keep a record of the length of time they spend in the consumer's premises. This record will be required as evidence in the event of an investigation, but will not be a justification for spending more than two hours in the consumer's premises.

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.

Members must check whether a consumer is vulnerable in any way. (See section 4 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.

Members must check in advance of a sales visit whether the consumer could be vulnerable in any way. If so, they must request that the consumer arrange for a trusted friend or relative to be present. If this has not been possible, the member must re-schedule the visit at a time when a trusted friend or relative is available to be present.

5.3 Performance information and predictions

It is very important that members do not 'oversell' energy generators to consumers. For this reason, it is essential that members give certain technical information, set out 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. Members must keep records of the information provided. 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 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.

Before the contract is signed, 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, wherever possible, for the property in question. Where the estimate is based on some standard or 'average' premises, rather than being specific to the property, members must provide full details of the source of the assumptions that underpin the data.

Members must make clear to consumers whether or not they are carrying out a technical site survey during the visit. Where they are not, members must make clear to consumers that the quotation and performance estimate are likely to 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 cooling off period. (See Section 5.4 below for more details about the technical site survey.)

Members must present calculations based on the standards that have been developed for the MCS installer standards for individual technologies (described in section C2 below). They must provide comparisons for non-expert readers, with predictions presented according to the guidelines provided by the Code administrator. 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.

Proposals to consumers must only include estimates of savings, periods of recovery ('payback') or other measures of financial effectiveness 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. These estimates should not mislead the consumer in such a way as to affect their economic behaviour. Members may, however, publish 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, 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. When presenting performance information, 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 shade from buildings,

aspect, distance from the measurement location, variations in fuel moisture and quality, and any other factors that apply); and

- follow the guidelines on presentation provided by the Code administrator (described in section C2 below).

Members must keep a record of all 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.

The Code administrator has prepared [guidance on the clear presentation of technical performance information](#).

5.4 Proposals, estimates and quotations

Members must give consumers certain financial assurances before the sale is agreed and the contract signed. These are set out below.

Any proposal made to a consumer, whether with a quotation or an estimate, must give a clear description of the energy generator proposed and how it will work. This must also explain any 'side effects' of the system in terms of noise, heat radiation, electro-magnetic radiation and any other effects.

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 examples only and not definite figures. Members will also provide consumers with the method used for calculating the price.

Members will provide consumers with a formal quotation in writing, signed by an authorised signatory. The Code administrator has prepared a sample quotation for solar PV for members' use. It can be found [here](#).

Quotations must show:

- an itemised list of the goods to be supplied;
- the price of goods and 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 installment will be done by the consumer or an independent person, the 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 member which may result in extra chargeable work not covered by the quote, and hourly or daily rates which would apply in this situation;
- 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.

Members must provide consumers with accurate information regarding incentives available for installing small-scale generation at the consumer's property, such as the Feed-in Tariff for electricity generators and the proposed Renewable Heat Incentive for heat generators in the future. When calculating the value of the Feed-in Tariff for consumers, members should use a model based on a reasonable set of assumptions which they must disclose to the consumer. Where possible the Energy Saving Trust model should be used. It can be found [here](#).

Where members are offering to provide the energy generator free of charge in return for the consumer assigning their right to the Feed-in Tariff 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 full information members must provide to consumers is set out [here](#).

Members must produce performance predictions in line with section 5.3 above. Members should follow a 'no surprises' pricing policy and 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.

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 a yearly 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.

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

Members should carry out, and pay for, a technical site survey, if possible before the consumer signs the contract. If a 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. Members must make the consumer aware of this cost, and under what circumstances it will be refunded. They 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 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 member will promptly refund the consumer's deposit in full.

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

5.5 Permission, approval and grants

Members must be aware of all the permission and approval 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 site survey is carried out. Members will agree with the consumer beforehand who will take responsibility for getting all necessary approval before either side enters into any financial commitment. If the conditions of the approval will affect the supply of the unit, the member will update and reissue the quotation as necessary once it has been obtained. Members will make sure that they follow the conditions of any approval during on-site work, and tell any subcontractors about the conditions.

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.

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 member will inform the consumer where to find the relevant information about procedures and deadlines. If 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 refunded in full.

5.6 Pre-contractual information

Before the contract is signed, 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 member's name, address at which they are registered, telephone, email and website details;
- details of how consumers can contact the member rapidly and directly;
- the member's legal status and form (such as 'sole trader', 'limited company' or partnership);
- details of the member's MCS certification status and certification body;
- the member's VAT identification number;
- full details of any professional bodies the member is registered with;
- full details of any trade or public register the member is registered with (such as the Gas Safe Register);
- full details of any professional body the member or any of its senior staff members are registered with;
- details of the law applicable to any contract the member may agree, and of the courts that have jurisdiction over it;
- full details of how a consumer may lodge a complaint against the 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).

Finally, members must provide consumers with a [leaflet](#) describing this Code.

6 Contracts

6.1 Terms of business

Members will provide consumers with clear, unambiguous terms of business that do not disadvantage consumers. 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

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

6.1.1 Sub-contracting requirements

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

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. (See section 7.1 below for more details on sub-contracting.)

6.2 Cancellation rights

6.2.1 Cancellation rights where consumers sign contracts in the home

Members who ask consumers to sign a contract during a sales visit in their home are covered by the Doorstep Selling Regulations (the Cancellation of Contracts made in a Consumer's Home or Place of Work &c. Regulations 2008). Members who sign a contract with a consumer in these circumstances must give the consumer the right to cancel without penalty within seven days. (This is known as the 'cooling off period').

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 notice Members provide must be exactly in line with the Doorstep Selling Regulations.

The Code administrator has prepared a model cancellation form and the detailed guidance for this purpose which can be found [here](#). Members must keep a record of cases in which consumers cancel contracts together with the reasons.

6.2.2 Cancellation rights in circumstances other than where a contract is signed in the consumer's home

Before the contract is signed members must 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.

Members will give consumers not less than seven working days to cancel the contract without penalty after they have signed it.

The cooling-off period of seven working 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 cooling-off period then this should take precedence over the requirements of the Code. (See section C12 below for more details of the different cooling-off periods required in relevant legislation.

6.2.3 Installing during the cooling off period

Members will not start to install the system during the cooling-off period. If this cannot be reasonably avoided, for example in the case of the consumer stipulating a very tight timescale, then the consumer must notify the company in writing of this requirement and the reasons for it. In such a case, the member will make the consumer aware of the consequences of starting to install the system before the end of the cooling off period should they later decide to cancel the contract within the time allowed.

If work has already started before the consumer cancels the contract, and so long as the company provided the consumer with the requisite information before the contract was signed, the consumer may be responsible for the costs of goods and services already supplied, and of making good the property. The member will keep a record of any instances in which they start to install the system within the cooling off period, and the reasons why.

6.2.4 Consumers cancelling after the cooling off period

Members must set out clearly in the contract the conditions and costs that will apply if the consumer wants to cancel after the cooling off period. Members will only be entitled to retain a consumer's funds in respect of specific costs they have reasonably incurred. Conditions must comply with the Unfair Terms in Consumer Contracts Regulations and the relevant section of the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008.

6.3 Deposits and further advance payments

If a 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. Members may only use this money for work under the contract, for example for purchasing goods. Members will repay it promptly 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 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. 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. Members will set out clearly in the contract the amount and timing of all payments required.

Members must protect any deposit and any further advance payment, such that, if they should fall into receivership, administration or bankruptcy 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.

Members can place such funds in a 'client' or other third party account or use the protected payment scheme which the Code administrator has arranged for members. The Code administrator has prepared [guidance on third party accounts here](#). Such funds must be separate from those accounts linked to the 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.)

In addition, any deposits and advance payments must be insured. For this purpose, the Code administrator arranged an insurance scheme with Quality Assured National Warranties (QANW) in November 2010. In February 2012 this became part of the Deposit and Workmanship Warranty Insurance (DAWWI) Scheme. Members who take deposits and advance payments, and who cannot demonstrate that they have equivalent cover in place should take part in the Scheme. (See also section 8.1 below.) Members must inform consumers accurately about the arrangements they have in place to comply with this section of the Code.

Where a member uses a consumer's money, paid in advance, to purchase goods, and where those goods are delivered to

the member, the 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 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 member falls into receivership, administration or bankruptcy before the installation takes place, the goods will remain the consumer's property.

6.4 Timetable and any preparation the consumer needs to do

Members will agree with the consumer and then confirm in writing the timetable for carrying out the work when the contract is agreed. This timetable must be convenient for and agreed by the consumer. If a member cannot provide a precise date for carrying out the work, they should instead provide window of two or three days within which the work will be carried out. These days must be convenient for and agreed by the consumer. In setting out the timetable, 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 above for more details about this.)

Members will define clearly any preparation the consumer needs to do. If the timetable depends on this work being done, the member must let the consumer know (for example, by stating 'two weeks after receiving planning approval').

If any time-related bonuses or delay damage clauses will apply, they will be clearly set out in the contract and agreed when the contract is agreed. They must comply with the Unfair Terms in Consumer Contracts Regulations 1999.

7 Completing the order

7.1 Responsibility for the work

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 an installer who is certified to the relevant MCS installer standards described in section 2.3 above and a member of the Code. (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 order 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.

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 have been MCS certified, as described in section 2.3 above.

Before the work starts, the 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.

If, as a result of this information being disclosed, the main system differs from that on which the quotation was based, the member must draw this fact to the consumer's attention in writing. The member must allow the consumer to cancel the contract if it no longer corresponds to their needs, and have any deposit or part payment refunded.

If a site survey has not already been carried out, before starting the work the installer must validate the designs through a site survey and health and safety risk assessment. See sections 5.3 and 5.4 of the Code above for more details on this. (It is not necessary for the installer to make a separate site visit to carry these out.)

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, give the consumer the chance to cancel the

contract and, if required, refund any deposit or advance payment in full. If members intend to charge consumers for the design work, the charge must be reasonable, they must make this clear to consumers before they sign the contract and they must provide the consumer with a written copy of the design work.

The 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. 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.

Members must tell the consumer about any changes to the agreed timetable as soon as possible before the work starts. In this case, the consumer will be given the opportunity to agree a new start date. In the case of major delays, which would take the completion date beyond a critical completion deadline, the consumer may be offered different, but equivalent, products so long as they are MCS certified.

If a member makes a significant change to the agreed, specified delivery or installation date 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. To continue with the work, the member will need to issue the consumer with a new contract, including a new cooling-off period. (This does not apply to changes that result from events beyond the member's control.) If no delivery date has been specified, the goods and services should still be provided within a reasonable length of time. Members should make consumers aware of their rights under this legislation. If a delay is the responsibility of the consumer, for example if they have not got the permission they need in time, the member will use their best endeavours to arrange a new start date that is convenient to both of them.

7.3 Testing and commissioning

When the work has been completed, the member must check the system fully and test it in line with the MCS installer standards. The 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 member will also give the consumer full operating and maintenance instructions, along with a full description of the system. These are the 'handover documents'. All the documents provided must be written 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.

7.4 Failure to complete the contract

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

In these cases, the Code administrator will notify the protection provider that the member has gone into receivership, administration or bankruptcy and that an official receiver has been appointed.

If for any reason the consumer cannot claim against the protection policy to have his or her contract completed, the Code administrator will use its best efforts to find another 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. The Code administrator will put forward another member, if one has been identified, within a reasonable timeframe.

8 After-sale activities

Before the contract was signed, the member will have provided the consumer with a 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. In this way, members will have ensured 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.

8.1 Guarantees

Manufacturers' and installers' 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. 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.

Goods supplied by 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. Members will make sure that consumers are offered, at no extra cost, a guarantee against manufacturing faults in any goods supplied. This guarantee should be in line with any conditions set out in the product certification schemes described in section 2.3 above.

Members will also make sure that consumers are offered, at no extra cost, a guarantee against any faults as a result of the installation process and workmanship applied. The guarantee 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 fall into receivership, administration, or bankruptcy during the term of the installer's guarantee, members must have arrangements in place to ensure that the guarantee 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.) Members who cannot demonstrate that they have equivalent arrangements in place should use the DAWWI Scheme. Members must inform 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 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. (Members are encouraged to offer higher refunds than the strict minimum to recognise the inconvenience to the consumer.)

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.

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, members must make clear what the conditions of the guarantee are.

If members offer consumers any extended guarantees or additional warranties, 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.

8.2 Fuel supplies

For any energy generators that use fuel (such as a biomass boiler), the supplier 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).

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.

8.3 Maintenance and service agreements

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.

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 they must explain the cancellation procedure.

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

8.4 Service and repair

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

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. 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.

9 In case of problems

9.1 Consumer complaints procedure

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

This Code has been set up with the intention of providing a means of complaint resolution that should be 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. A diagram showing the complaints procedure can be found [here](#).

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

1. the consumer must tell the 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 member will consider the details of the complaint and report the findings clearly to the consumer within seven working days after receiving the complaint;
3. if appropriate, the member will arrange to inspect the consumer's system, within seven days after receiving the complaint and within 24 hours where a consumer is without heating or hot water as a result of the situation that has led to the complaint;
4. the 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 member, and the complaint is about technical aspects of the installation of a system, they should direct it to the relevant MCS installer certification body (see section D below for their contact details);
6. if the consumer is not satisfied with the remedy offered by the member, and the complaint is about any other issues linked to the fulfilment of the contract they signed, they should direct it to the Code administrator using this [pdf complaint form](#) or [online here](#);
7. the Code administrator will log the complaint and acknowledge receipt of the notification within seven days;
8. as soon as reasonably possible, the Code administrator will contact the member to request a report on the situation and an explanation as to how they intend to resolve the complaint speedily and effectively;
9. if a complaint cannot be sorted out by using the procedure set out above, the member or consumer can use the conciliation service set out in section 9.2, below;
10. members will not take action through the courts without first trying to solve the problem as set out in this section and, if appropriate, through the conciliation service as set out in section 9.2 below.

The consumer may use a consumer representative or observer to help deal with a complaint. In this case, 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 Conciliation service

The Code offers a conciliation service that can be used in the unlikely event of complaints not being sorted out amicably between the two sides 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. Members will always agree to use it if a consumer wants to do so. The conciliation process works as follows:

1. if a consumer has not succeeded in resolving a complaint against a member using the procedure set out in section 9.1 above, the member or consumer may ask for the complaint to be passed to the conciliation service;
2. if the consumer requests to use the conciliation service, the member must accede to that request;
3. if requested to do so, the Code administrator will appoint a suitably-qualified independent expert (or experts) to consider the matter, or will pass the complaint to IDRS Ltd. (IDRS) who will provide the conciliation service on its behalf;
4. the Code administrator will inform the other people identified as being involved in the dispute;

5. the consumer may be required to fill in a conciliation form and, if so, they should send the completed form to the Code administrator or as otherwise directed;
6. the other parties involved in the dispute may also be required to send any relevant information to the Code administrator, or as otherwise directed, as soon as possible, but in any event within 10 working days;
7. 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;
8. if appropriate, and if convenient for both parties, a face-to-face or 'proximity' mediation process will be arranged;
9. after considering all the evidence, whether written or oral, the expert will recommend what he or she believes to be a fair and workable resolution of the complaint;
10. both sides 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;
11. if the conciliator's recommendations are not acceptable to either side, they must explain why to the Code administrator and the independent expert.

9.3 Independent arbitration

In exceptional cases, for example in which the conciliator's recommendations are not acceptable, either side has the right to ask for the complaint to be referred to the independent arbitration service.

Neither side 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 member must accede to the request.

The Code administrator has appointed IDRS Ltd. (IDRS) to run the 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 arbitration will be conducted under the Arbitration Act 1996. The arbitration process will work as follows:

1. before applying for arbitration a consumer must have attempted to resolve the complaint, following the complaints procedure as described in section 9.1 above and, if appropriate, through the conciliation service, as described in section 9.2 above;
2. before applying for arbitration the consumer must inform the Code administrator of their intention to do so;
3. the consumer must complete the application form available from the scheme administrator and return it to IDRS with a payment of £100 + VAT; (this fee will be refunded to the consumer if the independent arbitrator finds in his or her favour, or recommends it to be refunded);
4. the 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 member will also be required to make a payment of £100 + VAT.

An award made under the independent arbitration service shall be final and binding on both the consumer and the member. The consumer or member may only challenge it on certain limited grounds under the Arbitration Act 1996. The consumer or 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 member must refund the fee in addition to any award that may be made.

9.4 Disciplinary procedures

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

If any member is suspected of not following the Code, panel 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](#).

Where an organisation ceases to be a member, the organisation will immediately:

- stop describing themselves as being a member of the Code;
- stop using Renewable Energy Consumer Code logo; and
- not hold themselves out in any way as being connected with the Code.

10 Monitoring performance

The Code administrator will assess how effective the Code is in delivering higher standards to consumers. The Code administrator will carry out the following monitoring and auditing measures, and report the results to the 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 members have not kept to the Code;
- c. carry out regular audit compliance checks of members' performance;
- d. analysis of conciliation and arbitration cases; and
- e. carry out 'mystery shopping' exercises to judge members' performance.

The Code administrator will publish the results of this monitoring in an annual report, which it will make available to members, the Trading Standards Institute and other relevant organisations, and also publish it on the website. The report will include plans for improving consumer satisfaction levels and the contents of the Code. The Panel described in section 1 above will then consider them and take any appropriate action.

Attachments

A Glossary and definitions

This document uses the following definitions.

advertisement	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.
agent	An organisation or individual working on behalf of a member of the Renewable Energy Consumer Code.
applicable standards	Manufacturing, performance, testing and other technical standards or engineering Codes related to supplying, installing, testing or using renewable or small-scale heat and power generators, referred to in this Code or forming part of the Microgeneration Certification Scheme procedures.
appointed arbitrator	The independent organisation described in D7 appointed by the Code administrator to carry out independent arbitration as defined below.
arbitration	An independent means of binding complaint resolution that is cheaper, faster and more effective than court action
association	The Renewable Energy Association
authorised signatory	Nominated employees who are trained in using the Code and authorised to sign on behalf of a member any quote, commissioning record or other document.
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 website	The internet site, www.recc.org.uk , where details of the REAL Consumer Code, including the Code, are published.
conciliation service	The Renewable Energy Consumer Code's conciliation service described in section 9.2 above.
contract	An order accepted by a member for supplying or installing a renewable or small-scale heat and power generator to a consumer, as defined below.
domestic consumer	A private person who seeks to buy or lease goods or services from a business or other provider.
employees	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 generators	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 Renewable Energy Consumer 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.
listing certificate	The document given to a company to confirm they have been accepted onto the Code, showing any specific technologies or energy sources covered.
logo	The Renewable Energy Consumer Code, shown on the cover sheet of this document, which must be used by companies who are members of the Code.
member	Any registered member of the Code.
panel	The Panel appointed to monitor the development of the Code.
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.

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). They will be updated from time to time. Those marked with an asterisk are being developed and will be placed on the website as soon as they have been finalised.

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

C2 Guidance on presenting performance predictions*

C3 Guidance on Feed-in Tariffs

C4 Guidance to help consumers choose renewable and low carbon small-scale heat and power generators

<http://www.recc.org.uk/consumers>

C5 Guidance on protection of deposits and advance payments

C6 Model contract

C7 Training on consumer protection legislation

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

C9 Guidance on MCS installer certification <http://www.microgenerationcertification.org/Becoming+MCS+Certificated/Installer#Certification?pgid=243>

C10 Guidance on MCS product certification

<http://www.microgenerationcertification.org/Becoming+MCS+Certified/Product+Certification>

C11 The laws, guidance and codes that apply

Arbitration Act 1996

British Code of Advertising and Sales Promotion

Business Names Act 1980

Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008

Companies Act 1980

Consumer Protection Act 1987

Consumer Protection (Distance Selling) Regulations 2000

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
Supply of Goods and Services Act 1982
Trade Descriptions Act 1968
Unfair Terms in Consumer Contracts Regulations 1999

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

C12 Details of cooling off periods required in relevant legislation

Consumer Protection (Distance Selling) 2000 Regulations (as amended) 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 seven working days after receipt of the goods.

Consumer Protection (Cancellation of Contracts made in a Consumer's Home or Place of Work) Regulations 2008 - consumers who enter into a contract away from business premises have a right to cancel the contract within seven days. In the case of doorstep selling, members who fail to give the consumer written notice that they can cancel the contract may be committing a criminal offence.

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
Website: 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
Website: www.recc.org.uk

Consumer protection organisations and agencies

Consumer Focus

Fleetbank House
Salisbury Square
London EC4Y 8JX
Tel: 020 7799 7900
Fax: 020 7799 7901
Email: contact@consumerfocus.org.uk
Website: www.consumerfocus.org.uk

Trading Standards Institute

1 Sylvan Court, Sylvan Way
Southfields Business Park
Basildon
Essex SS15 6TH
Tel: 0845 608 9428
Fax: 0845 608 9425
Email: membership@tsi.org.uk
Website: www.tradingstandards.gov.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
Website: www.ofgem.gov.uk

Advertising Standards Authority

Mid City Place
71 High Holborn
London WC1V 6QT
Tel: 020 7492 2222
Fax: 020 7242 3696
E-mail: enquiries@asa.org.uk
Website: www.asa.org.uk

Office of Communications (Ofcom)

Riverside House
2a Southwark Bridge Road
London SE1 9HA
Tel: 020 7981 3000
Fax: 020 7981 3333
E-mail: info@ofcom.org.uk
Website: www.ofcom.org.uk

PhonePayPlus,

Clove Building
4 Maguire Street
London SE1 2NQ
Tel: 020 7940 7474
Email: compliance@phonepayplus.org.uk
Website: www.phonepayplus.org.uk

Citizens Advice Bureau

Citizens Advice
Myddelton House,
115-123 Pentonville Road,
London, N1 9LZ
Tel: 0845 833 2181
Website: www.citizensadvice.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
Website: 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
Website: www.carbontrust.com

Energy Saving Trust

21 Dartmouth Street
London SW1H 9BP

Tel: 020 7222 0101
E-mail: info@est.org.uk
Website: 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
Website: www.renewableuk.com

MicroPower Council

Stowe House
1688 High Street Knowle
Solihull B93 0LY
Tel: 01564 732 790
Email: info@micropower.co.uk
Website: www.micropower.co.uk

Energy Networks Association

6th Floor, Dean Bradley House
52 Horseferry Road
London SW1P 2AF
Tel: 020 7706 5100
Email: info@energynetworks.org
Website: www.energynetworks.org

Energy UK

1 Hobhouse Court Suffolk Street
London, SW1Y 4HH
Tel: 020 7104 4160
Email: info@energy-uk.org.uk
Website: www.energy-uk.org.uk

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
Website: www.ukas.com

Gemserv Ltd

10 Fenchurch Street
London EC3M 3BE
Tel: 020 7090 1000
Fax: 020 7090 1001
Email: info@gemserv.com
Website: www.gemserv.com
Website: 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
Website: www.actionrenewables.org

Benchmark Certification

International House
George Curl Way
Southampton
Hampshire SO18 2RZ
Tel: 023 8051 7069
Email: info@benchmark-cert.co.uk
Website: 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
Website: www.bre.co.uk

CORGI Services Ltd (Now part of Benchmark, above)

ECA Certification

(incorporating ELECSA)
Mansfield Business Centre
Ashfield Avenue
Mansfield NG18 2AE
Tel: 03333 218 220
Fax: 01623 683 001
Email: enquiries@elecsa.co.uk
Website: www.elecsa.co.uk

HETAS

Orchard Business Centre
Stroke Orchard
Cheltenham
Gloucestershire GL52 7RZ
Tel: 0845 634 5626
Fax: 01242 673 502
Email: info@hetas.co.uk
Website: 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
Website: www.napit.org.uk

NICEIC Group

Warwick House
Houghton Hall Park
Houghton Regis
Dunstable LU5 5ZX
Tel: 0870 013 0382
Fax: 01582 556 024
Email: enquiries@niceic.com

Website: www.niceic.com

Stroma

Pioneer Way

Castleford

West Yorkshire WF10 5QU

Tel: 0845 621 1111

Fax: 0845 621 1112

Email: info@stroma.com

Website: www.stroma.com

E Our responsibilities

As the Code sponsor, Renewable Energy Association (REA) has developed this Code to help our 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 panel members) and to update it regularly to reflect appropriate business practice.

We will also make sure that our members agree to follow the conditions of the Code. The Code administrator will publish a list of all Code members, together with their membership status, on the website located at <http://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. (We will consider naming any such companies on the website.)

We and the Code administrator will provide the facilities described in sections 8 and 9, above, for the benefit of members and consumers.

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 Code 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 attached feedback form.

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 at <http://www.recc.org.uk>.) The Code administrator would welcome reports of unusually good or bad experiences with purchasing and installing renewable or small-scale heat and power generators, as described in this Code.

Publication Date: 08.04.2013

Copyright ©2013 Renewable Energy Consumer Code.

Not for resale or distribution.