

**FOR CONSULTATION PURPOSES ONLY**

# **Draft DECC Green Deal Code of Practice**

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**This Code of Practice applies to those who are participating in the Green Deal, established by the Secretary of State, Department for Energy and Climate Change, under the powers set out in the Energy Act 2011**

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## 1. Introduction

- 1.1 This Code of Practice defines the minimum standards required of those participating in the Green Deal whether as Green Deal Providers, assessors, or installers – ('Green Deal participants'). It applies also to participants' representative bodies (i.e. their accreditation schemes or certifying bodies, as appropriate). This Code supplements relevant legislation.
- 1.2 Green Deal participants and their representative bodies can be businesses or individuals. The minimum standards set out in this Code of Practice have been developed in partnership with the British Standards Institute (BSI) and by the United Kingdom Accreditation Service (UKAS). They are designed to ensure that all Green Deal participants are equipped to deliver good customer service: have appropriate levels of training; are able to guarantee their work and that clear procedures are in place to ensure fair and transparent redress when things go wrong.
- 1.3 Sections 1-8 of this Code set out the general requirements for those participating in the Green Deal. In addition, the following annexes set out specific additional requirements for certain categories of participant:
- Annex A: Green Deal Assessors and Assessor Certification Bodies
  - Annex B: Green Deal Providers
  - Annex C: Green Deal Installers and Installer Certification Bodies
  - Annex D: Green Deal Products and Systems
- 1.4 This Code is issued by the Secretary of State and will be managed, on the Secretary of State's behalf, by the Green Deal Oversight Body. This Code may be amended from time to time by the Secretary of State.

## 2. General Provisions

- 2.1. All Green Deal participants and their representative bodies are bound by the terms of this Code and its Annexes.
- 2.2. Adherence to the framework regulations and terms of this Code entitles participants to use the authorised Green Deal quality mark.
- 2.3. All Green Deal participants and their representative bodies are required to co-operate with any relevant regulator and provide access to all relevant records and processes during audits and inspections.
- 2.4. All Green Deal participants and their representative bodies must ensure that a copy of this Code is made available to any interested party upon request.
- 2.5. All Green Deal participants and their representative bodies will cooperate with anyone authorised to investigate disputes or seek redress on behalf of Green Deal customers. The Energy and Financial Ombudsman Services will have a defined redress role in the Green Deal.
- 2.6. Green Deal participants and their representative bodies must at all times comply with all applicable laws and have proper regard to all applicable codes of practice or conduct, standards and guidance issued by other relevant authorities, such as the Office of Fair Trading (OFT).
- 2.7. Green Deal participants and their representative bodies will be responsible for the actions and omissions of their employees, subcontractors, agents and associates.

### 3. The content of Green Deal Plans

- 3.1 When providing the quote, Green Deal Providers will make it clear as to which terms of the plan and protections are associated with the provision of credit and which will be in place if the customer chooses to pay upfront.
- 3.2 Green Deal Providers must ensure that if sub-contractors are used to install Green Deal financed measures they must comply with the conditions set out in the main part of this Code. Once completed, the Green Deal Provider will be responsible for any problems that might arise as a result of it. Any ancillary works carried out in relation and/or preparation for Green Deal financed measures must be carried out by members of Competent Person's Schemes (or their equivalent) or Trust Mark registered firms if available and appropriate for the work being carried out.
- 3.3 Green Deal Providers will ensure that any requirements or conditions that are to be met by the customer (whether the improver or the bill payer) are clearly explained and set out in the terms of the Plan.

#### Cancellation rights

- 3.4 If the improver or bill payer cancels the Green Deal credit agreement during any cooling-off period, Green Deal Providers should take this as automatic notice to cancel the linked supply contract unless expressly asked not to in writing by the customer.
- 3.5 Green Deal Providers should keep a record of cases in which customers cancel during any cooling-off period together with the reasons if the customer is willing to volunteer this information.
- 3.6 Green Deal Providers will not start to install the measures during any cooling-off period. If this cannot be reasonably avoided, for example in the case of the customer stipulating a very tight timescale, then the customer must notify the company in writing of this requirement and the reasons for it. In such a case, the Green Deal Provider will make the customer 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. The Green Deal Provider will keep a record of any instances in which they start to install the system within the cooling off period, and the reasons why. This is valid as long as the customer was not pressured in any way.
- 3.7 If work has already started before the contract is cancelled, and so long as the Green Deal Provider is meeting all of the relevant conditions set out in this Code and has provided the customer with the requisite information before the contract was signed, the customer may be responsible for the costs of goods and services already supplied, and of making good the property. This condition does not override a customer's existing rights in law.
- 3.8 Green Deal Providers must set out clearly in the contract the conditions and costs that will apply if the customer wants to cancel after the cooling off period. Green Deal Providers will only be entitled to charge a customer in respect of specific costs they have reasonably incurred.

#### Deposit Protection and further advance payments

- 3.9 If a participant requires the customer 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. Participants will only use this money for work under the contract, for example for purchasing goods. Participants will repay it promptly if the contract is cancelled.

- 3.10 If the participant subsequently requires a further advance payment to be made by the customer, 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. Participants can only require a further advance payment *no more than three* weeks before the agreed delivery date of all the goods to be installed. Participants will set out clearly in the contract the amount and timing of all payments required.
- 3.11 Participants must place the deposit and the further advance payment, if required, in an account specially set up in the customer's name (such as a 'client' or other third party account). This must be separate from those accounts linked to the participant's own credit and banking facilities. Guidelines for setting up and administering these arrangements are available from most banks. The money in this account should only be used with the customer's consent. (This can be obtained in advance when the customer signs the contract). Participants must inform customers in writing of this protection and how to claim back any deposits. The money should only be passed on to another firm with the customer's prior, informed consent.
- 3.12 In this way, if the participant falls into receivership, administration or bankruptcy before the contract has been completed, the customer will be able to recover his or her money. In such a case the money held in an account should either be refunded to the customer or passed directly to another member who has agreed to complete the contract.

#### Timetable and any preparation the customer needs to do

- 3.13 The timetable for carrying out the work will be confirmed when the contract is agreed. In setting out the timetable, Green Deal Providers and Installers will show flexibility, and take into account the customer's preferred working times and dates.
- 3.14 Participants will define clearly any preparation the customer needs to do. If the timetable depends on this work being done, the participant must let the customer know in advance (for example, by stating 'two weeks after receiving planning approval'). Any notice period must be reasonable and allow customers adequate time to make preparations. Vulnerable consumers must be informed of any support available to help them make such preparations (including the fee or subsidised support).
- 3.15 If any time-related bonuses or delay or damage clauses will apply, they will be clearly set out in the contract and agreed when the contract is agreed.

#### After-sale activities

- 3.16 Before the contract is signed, Green Deal Providers will provide the customer 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, Providers can 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 customer services manager.

#### Warranties provided under the Green Deal Plan

- 3.17 Green Deal Providers must provide a comprehensive insurance backed warranty to their customers for the measures installed in line with the requirements set out in this Code and the framework regulations.
- 3.18 The insurance backed warranties should be written by a Financial Services Authority (FSA) authorised or permitted insurer, or regulated by an alternative EU or US equivalent. The company underwriting the warranties should be at least an A rated company. The Green Deal Provider, on the request of the customer should provide evidence of the insurance policy or policies and of payment of the premiums.

- 3.19 All services under the provision of the warranty shall be provided free of all charges, and shall be carried out on site. Goods shall not be removed from the premises for the provision of warranty services without the permission of the customer. In circumstances where Goods are authorised to be removed from the premises, the Goods shall at all times remain the property of the Buyer, but the risk inherent in the Goods shall pass to the Seller from the time the Goods are removed from their normal operating environment until they are returned and, where appropriate, reinstalled into the same operating environment, or any other operating environment designated by an authorised officer of the Buyer; appropriate acceptance tests have been concluded where necessary, and acceptance documentation has been signed by the Buyer.
- 3.20 Goods supplied by participants 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. Any guarantees and/or warranties offered by installers and manufacturers can be called upon by Providers as part of their offering to customers.
- 3.21 If Providers offer customers any extended guarantees or additional warranties beyond those required, they must tell customers that these are optional, and set out clearly who is offering it, what the extra costs are, and the main benefits.
- 3.22 The Green Deal Provider will be responsible for ensuring all faults covered by the warranty are dealt with. If a fault develops at any time, then the customer may be entitled to certain remedies by law.
- 3.23 If a fault is identified by the customer (or their agent) during any regular maintenance inspections required by Green Deal Providers within the warranty period, the customer is entitled to a remedy in line with the warranty requirements as stipulated in this Code and the framework regulations. In the event of a fault which is covered by the warranty developing, the Provider will offer the customer a range of remedies, including to:
- correct the fault on site, as soon as possible, 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 (Providers are encouraged to offer higher refunds than the strict minimum to recognise the inconvenience to the customer)
- 3.24 Providers must not seek to limit the customer's legal entitlements in the event of a fault developing or make unreasonable exclusions, for example by disguising the availability of a number of remedies. Providers must also ensure customers are aware of their right to appeal any decisions made under the terms of guarantees/warranties.
- 3.25 Providers may require customers to provide reasonable access for works and/or on-going maintenance of installed measures. If customers fail to comply then this may impact liability of Providers under the warranty. In the case of reasonable access being refused, Providers may choose not to deal with the particular problem the refusal of access relates to. Green Deal Providers must ensure that this is clearly set out in the Green Deal Plan. The Green Deal Provider must notify to the customer in writing at least 14 days before cessation of any guarantees.
- 3.26 In the case of early repayment, Green Deal protections would remain in place for the life of the guarantee or warranty. Green Deal Providers have an obligation to keep details of warranties even after the plan is repaid, if they are still valid.

## 4. Other Duties on Green Deal Providers

### Consent

- 4.1 The Green Deal consent framework protects the rights of property owners and energy bill payers, ensuring that a Green Deal cannot be attached without the approval of those with an interest in the property. All relevant consents relating to *works* carried out under the Green Deal must be in place before any work can commence. The consent of the customer, and the current bill payer (where they are different people) will also be required before Green Deal payments are collected through the electricity bill.
- 4.2 It will be the responsibility of Green Deal customers to ensure such consents are in place. We expect Providers to work with customers, ensuring they are aware of their obligation to secure consent from all relevant parties, and helping identify potential consent bodies in individual cases.

### Information to be provided to installers

- 4.3 Green Deal Providers, in line with the information contained in Annex B and the associated guidance must provide a clear design specification for all works to be carried out, including how the various products should be integrated into the overarching design and who will be responsible for overseeing this and signing off works.
- 4.4 This information must be in an appropriate format for installers to work from and comply with all relevant Building Regulation, planning consents, PAS 2030 requirements and manufacturers conditions of use/installation.

### Green Deal Arrangements Agreement

- 4.5 The Green Deal Arrangements Agreement (GDAA) will govern the relationship between electricity suppliers as collectors of the Green Deal charge and Green Deal Providers. All Green Deal Providers and all electricity suppliers bound by licence conditions to collect the Green Deal charge, and smaller electricity suppliers that have chosen to opt into the obligation to collect the Green Deal charge, must also be party to the GDAA.

### Energy Company Obligation (ECO)

- 4.6 The Code will apply where Green Deal and ECO financing are brought together to fund energy efficiency installations. Specific requirements are set out where relevant in this Code and its annexes.
- 4.7 Where Green Deal Providers arrange for ECO installations, wholly funded by ECO and that do not include any element of Green Deal Finance, this Code will apply to those activities.
- 4.8 Where Green Deal certified installers deliver installations wholly funded by ECO, this Code will apply to those activities too.

### Payments made by Green Deal Providers to assessors, installers and suppliers

- 4.9 Participants must undertake to pay suppliers on time, give clear guidance to suppliers, and encourage good practice, in accordance with the Prompt Payment Code administered by the Institute of Credit Management (ICM) on behalf of the Department for Business, Innovation and Skills (BIS). Further guidance can be found at: <http://www.promptpaymentcode.org.uk/>



### Eligible Measures, Products and Systems

- 4.10 Only products and systems that meet the requirements of Annex D must be installed under a Green Deal Plan.
- 4.11 Statutory Instrument No. [ ] sets out which measures are eligible Green Deal measures.

### Training

- 4.12 Participants will ensure all staff are competent for the work they carry out, in line with the requirements set out in this Code, authorised certification bodies, UKAS and the CCA if relevant.
- 4.13 Participants must encourage and support the continued development and training of staff (including those in their supply chains) and ensure that their training is up to date.
- 4.14 Where appropriate, given the size and nature of the business, records of staff training and relevant qualifications will be kept, signed and dated by the staff member concerned.

## 5. Duties on Certification Bodies

- 5.1 Certification bodies must sign this Code on behalf of their members and will be held responsible for the actions of their members. Signed copies of this Code must be submitted to the Oversight Body as required.
- 5.2 Certification bodies must issue a copy of this Code to their members and take appropriate steps to ensure all their members adhere to the requirements of this Code.
- 5.3 Certification bodies must issue to those of their members who are authorised to act in the Green Deal a clear form of identification (card) so that customers can identify authorised assessors and installers. This identifying document must include the Green Deal Quality Mark and measure for which they are certified to install (see section 6).
- 5.4 Certification bodies must maintain a detailed list of all those persons they certify to act as an assessor or installer for the purposes of the Green Deal and make this information available to the Secretary of State and his [representatives or] agents for auditing and monitoring purposes.
- 5.5 The Oversight Body may use this information to ensure those struck off for malpractice do not re-register under a different body.
- 5.6 Certification bodies must ensure that any member who they have certified to act as an assessor or installer for the purpose of the Green Deal:
- has appropriate policies, processes and procedures in place to assess the competency of their employees:
  - keeps and maintains training records for all employees: and
  - ensures that a correct level of insurance cover is in place at all times. Any work sub-contracted to other firms or individuals will remain the responsibility of the certified member and be subject to the conditions set out in this Code.
- 5.7 Certification bodies will be responsible for ensuring their members comply with all of the relevant conditions set out in this Code and must demonstrate they have the competence and resources to carry out the above functions.
- 5.8 In addition, certification bodies will be required to:
- have a robust management, quality and administrative system
  - provide information the Secretary of State or his representatives or agents require within 14 days of a request in order to carry out its functions
  - promote the development and growth of the Green Deal to potential members
  - provide Secretary of State or his representatives or agents with annual audited accounts for the Green Deal applied to its members, if requested
  - provide technical and other help and advice to members (i.e. post registration) as required
  - must have effective sanctions in place for dealing with non-compliance by their members, and to ensure that the requirements set out in this Code are enacted.

## 6. Marketing and use of the Green Deal Quality Mark

### Advertising and Promotion

- 6.1 All promotional material and activities must be clear and truthful and where relevant comply with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and the UK Code of Broadcast Advertising (BCAP Code). In particular, no inaccurate or misleading claims should be made regarding the relationship between Green Deal instalments and energy bill savings resulting from the installation of improvements financed under a Green Deal Plan.
- 6.2 Promotional material should include links to clear, jargon-free and appropriate information regarding the Green Deal so that they understand what it entails. Any information or promotional materials supplied about the Green Deal should include details of the independent Green Deal Remote Advice Service including the telephone number and website.
- 6.3 All participants must use the Quality Mark on all identity documents, leaflets/brochures/flyers and web pages directly related to the Green Deal. Use on broader promotional material such as advertisements is encouraged but not required. The Quality Mark Style Guide, which will be supplied with the license to use the Mark, will specify how the Mark should be used on such material.

### Sales and Cold Calling

- 6.4 Participants engaging in cold calling activities (whether face-to-face, by phone or electronic communication) must not mislead customers in any way. The customer must be made aware of their rights - in particular their right to cancel and any cooling off period.
- 6.5 Employees working on behalf of authorised participants are required to demonstrate to customers on initial contact that they represent an authorised participant of the Green Deal by showing an identification document along with company details and an explanation of the specific services they are authorised to provide. This requirement could be met by providing the customer charter referred to below.
- 6.6 Green Deal assessors, in particular, must ensure that their assessment of the property in question and subsequent recommendations produced via that assessment must be kept entirely separate from any additional sales activities, the distinction set out to customers clearly, and confirmation from customers that they understand this is obtained (see Annex A for more information).
- 6.7 Participants must disclose to the customer in advance, the nature, amount and source of any commission they may or will receive as a result of sales or contact leads generated.
- 6.8 Participants must not accept sales leads from other companies who are known or suspected to engage in high-pressure sales techniques. Participants should take reasonable steps to satisfy themselves about how another company or person obtains sales leads before entering into a contract with them.
- 6.9 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 customer 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 customer into making a decision. They include, but are not limited to:
  - staying in the customer's premises for more than two hours except in exceptional circumstances;
  - offering an inflated initial price followed by a discount, or equivalent
  - withholding price information until the end of the visit

- offering time-limited discounts and offers

- 6.10 Participants must not follow up sales visits by offering further discounted prices intended to pressurise customers into signing a contract.
- 6.11 Participants should keep a record of the length of time they spend in the customer's premises. Participants' sales employees, representatives and any-one acting on their behalf must act with integrity and, in particular, they must respect the customer's right to privacy and to bring any contact to an end if requested to do so. They must answer customers' questions honestly and clearly.
- 6.12 Participants must check whether a consumer is vulnerable in any way. In such a case, they must adapt key written information accordingly, and suggest that the consumer reads it with a trusted friend or relative. In such a case, they must also, in advance of a sales visit, request that the consumer arrange for a trusted friend or relative to be present. If this is not possible, unless the consumer requests they do not, the member must re-schedule the visit at a time when a trusted friend or relative is available to be present.

### Green Deal Quality Mark

- 6.13 Once a registration application has been authorised by the Oversight Body participants will be issued with a licence to use the Green Deal Quality Mark.
- 6.14 As well as including the Quality Mark on identifying documentation and certain promotional material, all direct written communications between the Green Deal participant and the customer (such as letters, contracts, quotes) must carry the Green Deal Quality Mark.
- 6.15 The Quality Mark must only be used in accordance with the associated style guide, which will be provided by the Oversight Body following authorisation.
- 6.16 The Quality Mark must not be altered in any way, or be used in a manner that clearly or intentionally contravenes the style guide. Where authorised participants are found to have used the Quality Mark inappropriately they will be given a reasonable amount of time to amend this.
- 6.17 Participants must not use the Green Deal Quality Mark in a way that suggests they are authorised in relation to services/functions that are unrelated to the Green Deal or are not covered by the participant's authorisation. If a participant is unclear whether their planned use of the Quality Mark is appropriate they should contact the Oversight Body for advice.
- 6.18 Applicants are reminded that the Green Deal Quality Mark and associated claims may not under any circumstances be used unless and until authorisation of membership has been formally provided. Such unauthorised use would constitute a trademark infringement which will jeopardise the application and may result in legal proceedings being initiated.
- 6.19 The Oversight Body will conduct random checks of participants' promotional materials to check for correct use of the Quality Mark.
- 6.20 As far as is reasonably possible, the Oversight Body will also carry out monitoring to check for inappropriate use of the Mark by unlicensed organisations.
- 6.21 Green Deal participants are encouraged to notify the Oversight Body if they suspect any examples of the Mark being used inappropriately or without authorisation, or of any inaccurate or untrue claims being made in relation to the Green Deal.
- 6.22 Where an unauthorised organisation uses the Quality Mark or claims to be authorised by the Green Deal it will be invited to apply for authorisation and ordered to cease use of the Quality Mark immediately until authorisation has been granted. In the event of continuing misuse legal proceedings may be initiated.
- 6.23 Those wishing to use the Mark for other reasons - for example, to illustrate an article about the Green Deal – should contact the Oversight Body to gain permission.

### Promotional Wording

- 6.24 As well as using the Green Deal Mark, participants may wish to publicise membership of the Green Deal by making a written statement in advertisements etc. Once a business has been authorised, permission is given for the following statements to be used in connection with membership:
- Green Deal authorised member for the services authorised e.g. Green Deal authorised Assessor/ Advisor or Green Deal authorised Cavity Wall Insulation Installer.
  - Certified by a relevant Certifying Body.
- 6.25 Promotional wording should only apply to authorisation of services related to the Green Deal, and should not imply authorisation of unrelated services offered. Participants must not make statements which suggest that they are recommended or approved by Government, or that they are working with, in conjunction with or in association with Government.
- 6.26 If a participant is unclear whether a phrase they plan to use is appropriate they should contact the Green Deal Oversight Body first in order to obtain written permission.

### Promotion/use of Mark following termination of membership

- 6.27 When applying the Quality Mark or wording to stationery, adverts, vehicles etc. please remember that if membership of the Green Deal should end for any reason, permission to use the Green Deal Mark and statements will be revoked with immediate effect. This may also result in a business having to amend adverts; vehicle livery etc within a reasonable period of time.
- 6.28 All certificates and documentation provided by the Oversight Body indicating membership of the Green Deal are the property of the Oversight Body

## 7. Customer Complaints, Dispute Resolution and Redress in the Green Deal

- 7.1 Where a Green Deal Plan has been agreed, this forms a contract between the electricity bill payer and the Green Deal Provider. Certain key benefits of the contract will rest with the bill payer or improver as set out in the framework regulations. Any complaints, whether from the bill payer or the building owner (where they are, or when they were the original improver) in relation to a Green Deal Plan must always be to the Green Deal Provider in the first instance, who must handle the complaints in accordance with a complaints handling procedure which complies with this section of the Code.
- 7.2 Green Deal Providers should make every reasonable effort to resolve problems relating to a Green Deal Plan on behalf of the improver or bill payer, working through their sub-contracts with installers and assessors and with installer and assessor certification bodies to resolve disputes between them, where appropriate. Where a sub-contract is not in place, for example with an independent assessor, Green Deal Providers will direct their customers to seek redress from the appropriate person.
- 7.3 Green Deal Providers must establish a procedure for handling complaints made under [Chapter 3] of [Part 13] of the Green Deal Framework etc. Regulations (“the complaints handling procedure”)
- 7.4 The complaints handling procedure must comply with the following requirements:
- Within seven working days of receiving a complaint regarding a Green Deal Plan, Green Deal Providers must provide the complainant with details of the complaints handling procedures. In the first instance, they must try and resolve the complaint themselves to come to an agreement with the complainant.
  - When the complaint is received, the Green Deal Provider must offer the complainant use of an independent conciliation service to assist resolving the complaints. Green Deal Providers must inform the complainant that they are free to take their complaint to the relevant Ombudsman service, rather than the Green Deal Provider if they so wish.
  - The offer must be in writing, be unconditional and state the right of the complainant to withdraw from the conciliation at any time.
  - The Green Deal Provider must take reasonable steps to ensure that the person who acts as a conciliator is independent, has no financial or other interests which are likely to affect prejudicially the conduct of the conciliation and has appropriate experience.
  - The Green Deal Provider must require the Conciliator to respect the confidential nature of the information disclosed to him, and use best endeavours to dispose of the complaint within six weeks of being appointed.
- 7.5 For as long as the conciliation complies with the requirements in this Code and the complainant has not withdrawn from the conciliation process, the Provider need not take any further steps to investigate the complaint.
- 7.6 The complainant may not be charged for this service. The complainant will always retain the right to decline use of any service offered and retain the right to seek redress through an Ombudsman or the court system.
- 7.7 In advance of a Green Deal Plan being entered into, Green Deal Providers will inform customers of their rights to redress through both the Energy Ombudsman and the Financial Ombudsman and the services offered by the relevant accreditation schemes or certification bodies. Assessors and Providers will ensure customers are made aware of their duties and the relevant duties of each participant to help the customer to resolve any complaint about the assessment, installation, sales or quotation process.
- 7.8 Green Deal Providers must acknowledge receipt of all complaints received. The acknowledgement must be in writing and given within seven working days of receipt of the complaint. Problems should then be resolved within 8 weeks.
- 7.9 Where a solution to a complaint cannot be found by the Green Deal Provider directly, the Green Deal Provider must seek to resolve the complaint by pursuing it through the relevant certification body on behalf of the complainant, where the complaint concerns the activities of an installer or assessor.

- 7.10 If it is not possible to arrive at a resolution, following their best efforts both directly and through certification bodies if appropriate, then the Green Deal Provider must inform the complainant in writing why this cannot be achieved. If at this point, the independent conciliation service (unless the complainant opts out of using this service) and internal redress mechanisms have been attempted, the Green Deal Provider will assist that customer in taking the matter to the Energy Ombudsman Service or the Financial Ombudsman Service as appropriate.

## 8. Breaches of this Code - withdrawal of authorisation for green deal participants & disciplinary measures

- 8.1 A breach of the Code will be any action which contradicts the provisions of this Code and its annexes.
- 8.2 Participants in breach of this Code may have their authorisation to trade under the Green Deal [and ECO] removed by the Secretary of State. This will be the final sanction following a staged process of notices and civil sanctions, including fines in the case of Providers only, where appropriate. When a participant's authorisation to trade under the Green Deal is removed, they will be removed from the authorised register maintained by the Oversight Body.
- 8.3 In cases where installer standards do not apply, authorised certification bodies will be responsible for monitoring compliance of their members and will be required to have robust and transparent systems in place to achieve this. Any non-compliance by assessors and installers with the Green Deal assessor/installer standards must initially be dealt with by certification bodies. If, following a staged process of warnings, the resulting action results in removal of membership, certification bodies must notify the Oversight Body immediately and ensure that information about those removed is publicised. The Oversight Body may decide to inform other certification bodies if the participant is deemed likely to try to re-register with another certification body for the purposes of gaining access to the Green Deal.
- 8.4 Authorised certifying bodies must inform the Oversight Body if steps are taken to ensure compliance with Green Deal assessor/installer standards.
- 8.5 Participants (companies, directors, partners or sole traders ) must inform their certification bodies and the Oversight Body if they have been previously struck off under the Green Deal (or any other energy efficiency scheme approved by a public authority) and should they reapply, they must gain permission in writing from the Oversight Body to operate under the Green Deal. The Oversight Body will have the right to carry out further checks on participants if it deems this necessary and either refuse applications and/or enact the procedures.
- 8.6 Individuals who are certified assessors and installers, and certification bodies may surrender their authorisation under the Green Deal at any time, but must inform the Oversight Body in writing and provide at least 10 working days notice. They would have to complete any work outstanding and the Secretary of State would not accept the surrender pending the completion of such work. Green Deal Providers can only leave the Green Deal as set out in the framework regulations.

### Appeals against Suspension or Revocation of Authorisation

- 8.7 If it can be established that a certification body or a firm/sole trader is in breach of the Code of Practice, their right to operate within the Green Deal may be terminated. In the case of a certification body, it must notify all of its registered firms and individuals and advise them about what they need to do to remain in the Green Deal. Individual members may be afforded a grace period in which to become certified with a new certification body, pending their details being removed from the register by the Secretary of State.

Signed by

On behalf of

Date

Role



## Glossary of Terms

<b>TERM</b>	<b>MEANING</b>
Accreditation	Formal confirmation from UKAS that a body has met the required standards set out in this Code and its annexes
Assessor	A person or company certified by an accredited Certification body and is on the Assessor register
Authorised	A person or company who has been certified by an accredited Certification body and is listed on the appropriate Green Deal register
Certification	Process by which an Certification body ensures its members meet a specified standard
Green Deal	A framework to enable private firms to offer consumers energy efficiency improvements to their homes and businesses at no upfront cost, and to recoup payments through a charge in instalments on the energy bill
Installer	A person or company certified by an accredited Certification body and is on the Installer register
Participant	A person or company who provides a service under the Green Deal
Certification Body	A body which is able to register and certify its members to a specified standard, is able to monitor compliance and deal with customer redress on behalf of customers of its members
Green Deal Accreditation Body	The United Kingdom Accreditation Service (UKAS)
Green Deal Register	The register of Green Deal products and systems that have been declared to comply with the Code of Practice
Product Performance Database	The database of products and systems that have had their performance verified by a third party and can be used to make re-assessments of the expected energy savings in the assessment
Manufacturer, System Provider, Product Provider	An organisation able to make a claim of compliance with the Code of Practice for a product or system
System	A measure which is made up of component parts which is often constructed or put together on-site, such as external wall insulation
Measure	An improvement made to a property, for example, loft insulation, cavity wall insulation or replacement boiler
Product	The branded product that is installed (falling within a category of qualifying improvement)

## Annex A: Green Deal Assessors and Assessor Certification Bodies

The following additional requirements must be met by Green Deal assessors and their certification bodies participating in the Green Deal:

Section 1	Requirements of Green Deal Assessors
	<b>a) General requirements</b>
1.	Assessors must provide a service in accordance with the specification for the provision of Green Deal Advisor services.  They must also be an accredited energy assessor in the relevant sector through whatever arrangements are in place under the Energy Performance of Buildings regime, mandated by the Department for Communities and Local Government.
2.	Assessors must comply with the requirements set down by their accredited assessor certification body in relation to meeting this Code.
3.	Assessors and/or their employers must be financially viable and must notify their certification body of any event which could affect this position.
4.	Assessors must obtain and keep up to date professional indemnity and public liability insurance cover for their activities in respect of delivering assessments in line with the specification for the Provision of Green Deal Advisor Services.
5.	Assessors must have an absence of, or methods for avoiding, conflicts of interest that could compromise the impartiality of the assessment.
6.	As part of their Customer Charter (as referred to in 7.15), assessors must explain to customers verbally and in writing: <ul style="list-style-type: none"> <li>• what organisation they are working (e.g. which Green Deal Provider they have been instructed by)</li> <li>• what charge may apply for the assessment and how it should be paid</li> <li>• the type of assessment that is being carried out (e.g. generalist EPC/generalist DEC/specialist assessment)</li> <li>• details of how the assessment will be carried out</li> <li>• the scope of the assessment</li> <li>• when the written report will be produced and how it will be presented and how the customer should interpret it.</li> <li>• how data collected will/can be used by the assessors and third parties</li> <li>• how customer can use the product of qualifying assessment (a Green Deal Advice Report) to obtain quotes from a number of Green Deal Providers for the installation of any recommended energy efficiency measures at the customer's property).</li> </ul>
7.	Assessors must notify their certification body of all qualifying assessments completed for the purposes of the Green Deal, whether they were commissioned directly by the customer or through a Green Deal Provider.
8.	Assessors must take full responsibility for ensuring that employees' and sub-contractors' that may be involved in the assessment process, agree to comply with the same obligations they are subject to as the Green Deal assessor, including this Code.
9.	Assessors must handle all customer data in accordance with requirements of the Data Protection Act 1998.
	<b>b) Assessor skills and qualifications</b>
10.	Assessors must meet all the requirements for energy assessors and Green Deal Advisors as defined by the National Occupational Standards (NOS) and assessed through an approved route before being certified and authorised to act as an assessor for the purposes of the Green Deal] [In addition, non-domestic Green Deal assessors who use Display Energy Certificates

	(DECs) as evidence in a non-domestic Green Deal assessment must also meet the relevant NOS from the production of operational ratings. Evidence of meeting any of these requirements must be submitted to their certification body if requested.
11.	Assessors must carry out Continuing Professional Development (CPD) as directed by their certification body to keep them up to date with developments.
	<b>c) Qualifying assessments – all properties</b>
12.	Assessors must carry out qualifying assessments in accordance with the assessment methodologies as set out paras 16-17 below and approved software according to software manufacturers' requirements and instructions and in line with their qualifications/competency to apply the tool/software to the building.
13.	With respect to the provision of recommendations for suitable energy efficiency measures, the assessor must use the outputs of the approved software tools.  In the non-domestic sector this may also involve drawing on specialist skills where necessary (e.g. lighting system design).
14.	Assessors must tell the customer when the information they are providing is not impartial. Partial advice (i.e. that linked to particular Providers or products) must not form part of the qualifying assessment for Green Deal.
15.	Assessors should inform customers about the contact details of the independent remote Green Deal advice service before they visit the property and during the assessment process.
16.	The assessor must provide the customer with information about the need to gain consent for the installation of any recommended measures and the associated charge from all relevant parties.
	<b>d) Specific requirements for qualifying assessments of dwellings</b>
17.	Where an assessor proposes to carry out a qualifying assessment of a dwelling that assessor must use [only tools] produced under the National Calculation Methodology and produced for use as Green Deal qualifying assessments.  Unless a valid EPC already exists (see section 3), a fabric assessment must be completed using the latest approved version of the Standard Assessment methodology (or Reduced data Standard Assessment Procedure) which can be found at: <a href="http://www.decc.gov.uk/en/content/cms/emissions/sap/sap.aspx">http://www.decc.gov.uk/en/content/cms/emissions/sap/sap.aspx</a> and using approved software.  Occupancy assessments must be carried out in line with occupancy assessment methodology for GD – to be defined.
	<b>e) Specific requirements for qualifying assessments of non-dwellings</b>
18.	The assessor must visit the building to carry out and produce a valid Green Deal Advice Report using the  [National Green Deal Calculation Methodology for non-domestic – exact term to be defined]
	<b>f) Specific requirements for qualifying assessments of dwellings in relation to Energy Company Obligation (ECO)</b>
19.	Where an assessor carries out a qualifying assessment of a dwelling, the assessor must make customers aware of the circumstances which may entitle them to subsidised measures through ECO's Home heating cost reduction target (e.g. receipt of certain state benefits).
20.	If an assessor has an agreement in place with an energy supplier to deliver measures through the Home heating cost reduction target then the assessor may make an offer to the customer for Home heating cost reduction measures on this basis. If an offer is not made, or if no agreement is in place, then the assessor must:  a) inform the customer that an independent advice service exists and that some

	<p>householders may receive full/partial subsidy for measures</p> <p>b) provide the contact details of the Remote Advice Service to the customer or refer the customer onto the service.</p>
<b>Section 2</b>	<b>Specific requirements of Green Deal assessor certification bodies</b>
21.	Assessor certification bodies must commit to external monitoring by UKAS and maintain accreditation to the Guidelines for Certification Bodies Certifying Green Deal Advisor Services and Specification for the Provision of Green Deal Advisor Services.
22.	Assessor certification bodies must ensure that those they certify are assessed as technically competent against the Specification for the Provision of Green Deal Advisor Services, Framework Regulations and this Code of Practice. Assessment of technical competence must include on-site assessment/observation.
23.	Assessor certification bodies must ensure that those they certify keep their competencies up to date through Continuing Professional Development (CPD), for example as a result of changes to BS/EN standards, the [Specification for the Provision of Green Deal Advisor Services], the National Occupational Standards or syllabus, or any of the assessment methodologies/software for dwellings and non-dwellings.
24.	Assessor certification bodies must use competent inspectors to undertake monitoring of the work of those persons they certify as green deal assessors, including carrying out periodic random inspections of a representative sample of assessments, during and/or after completion, to check compliance with the required standards, process and use of evidence.
<b>Section 3</b>	<b>Validity of EPCs for qualifying assessments of dwellings</b>
25.	<p>An EPC is valid for use in a qualifying assessment if it fulfils the following conditions:</p> <ol style="list-style-type: none"> <li>1. The EPC has been produced after [6 April 2012]</li> <li>2. The EPC is no older than [36 months] at the time the qualifying assessment is carried out</li> <li>3. The assessor is satisfied that there have been no other major changes to the property that would materially affect the outcome of the EPC</li> <li>4. The qualifying assessment conforms with all other conditions in the framework regulations and Code.</li> <li>5.</li> </ol>
<b>Section 4</b>	<b>Complaints specific to the assessment</b>
26.	Complaints from customers received by assessors must be forwarded as appropriate to their employer and certification body.
27.	Where an assessment is found to be incorrectly completed a new assessment must be produced for the customer at no additional cost to them. This assessment must be lodged as the latest version of the Green Deal assessment for that property.

## Annex B: Green Deal Providers

The following additional requirements must be met by Green Deal Providers participating in the Green Deal:

Section 1	Developing the Green Deal Quote
	<b>a) Considering Green Deal Packages</b>
1.	The Green Deal Provider must make a clear distinction to the customer between goods and services which are being offered as part of the Green Deal plan and goods and services which may be sold at the same time but are not to be provided under a Green Deal plan. The Green Deal Provider must explain to the customer any differences in the customer's rights and obligations in relation to goods and services which are to be provided under a Green Deal plan, and those which are not to be provided under a Green Deal plan.
	<b>b) Energy Company Obligation</b>
2.	A Green Deal provider must inform a customer that receipt of certain state benefits may entitle them to a subsidised offer for a measure or measures under the Energy Company Obligation, a process which may reduce the amount of (Green Deal) finance required or remove the need to take out a Green Deal.
3.	Where a Green Deal provider is able to offer an eligible ECO customer a subsidised offer for a measure or measures as part of working with an obligated energy company it must do so. If a Green Deal provider is unable to offer an eligible ECO customer a subsidised offer as part of working with an obligated energy company then the Green Deal provider must provide the eligible customer with the contact details of the Green Deal Remote Advice Service. The Green Deal provider may, however, continue to offer the eligible ECO customer a Green Deal but only after making it clear that the advice line, if contacted, might know of and be able to supply details of other Green Deal providers or energy companies in a position to make subsidised offers.
4.	Where, for whatever reason, a Green Deal Provider (or an agent acting on its behalf) is unable to conclude a Green Deal with a customer it must nevertheless leave the customer with the contact details of the [advice line].
	<b>c) Using information from assessors to develop a Quote</b>
5.	The Green Deal Provider must obtain/access a qualifying assessment for the property before offering a plan of Green Deal Finance.
6.	Green Deal Providers must recognise the standard assessment output of certified assessors and be prepared to use any qualifying assessment produced, provided that:- <ul style="list-style-type: none"> <li>(i) the characteristics of the property have not changed since the date of the assessment in a way which would affect an assessor's recommendations or estimated energy bill savings which cannot be taken into account using the [Approved online tool using SAP methodology]; and</li> <li>(ii) if the property is a non-domestic property, the use of the property upon which the qualifying assessment was based is still appropriate (bearing in mind the requirements of regulation [33](4) of the Framework Regulations).</li> </ul>
7.	Paragraphs [10 to 15] set out requirements regarding the estimate of savings on energy bills that is required for the purpose of section 4(4) of the [Energy] Act [2011], the basis of which is specified in regulation [33] of the Framework Regulations.
8.	For a <b>domestic</b> property, if the Green Deal Plan is to provide for the installation of all of the improvements recommended in the qualifying assessment, the Green Deal Provider must use the savings estimate provided by the EPC for each improvement, based on standard energy usage at the building, as the 'cap' for the year 1 instalments for that particular improvement.

9.	The Green Deal Provider is free to lower this amount if appropriate because of how the current bill payer uses energy, or because of any additional evidence they may have.
10.	In cases where only some of the improvements recommended in the qualifying assessment are to be installed under the Green Deal Plan, the Green Deal Provider should use the [Approved online tool using SAP methodology] to obtain estimated savings for the actual package of measures that are to be installed, and the adjusted predicted savings for each improvement which is actually being installed should then be used as the 'cap' for the year 1 instalments. Where a Green Deal Provider uses this tool, they should lodge the outcome of the final package so they have a record of what the savings in the Green Deal plan are based on.
11.	In all cases, the Green Deal Provider should consider and explain to the improver the significance of the household's actual energy usage set out in the occupancy assessment, in terms of whether the payments are likely to be fully offset by the charge. For those Green Deals which are regulated under the CCA, energy usage should be taken into account as part of the affordability assessment. The Green Deal Provider should seek the express acknowledgement from the improver that the actual energy use at the property may impact upon the estimated savings developed as part of the fabric assessment.
12.	<p>For the non-domestic sector, the Green Deal Provider should <u>normally</u> use the savings estimate provided by the Green Deal qualifying assessment as the upper limit for the year 1 instalments that can be charged under the plan. If the improver chooses to install some but not all of the recommended measures, the green Deal provider should, following specialist advice, revise the savings estimate appropriately. The assumptions underlying this estimate should be made clear to the improver, including:-</p> <ul style="list-style-type: none"> <li>(a) that the estimate is based on standard assumptions about energy suppliers' tariffs, and</li> <li>(b) the assumptions that have been made about the use of the property.</li> </ul> <p>The Green Deal Provider should indicate that the bill payer's actual savings may vary if these are different or change over the lifetime of the agreement.</p>
13.	<p>Given the wide variety of tariffs and type of buildings in the non-domestic sector, there may be circumstances in which the Green Deal Provider and the improver agree that it is appropriate to use an estimate of energy bill savings other than the estimate provided by the qualifying assessment (for example, an estimate produced following specialist advice on the level of energy bill savings that are likely to be made). This revised estimate might provide an estimate of energy bill savings which takes into account –</p> <ul style="list-style-type: none"> <li>(a) the bill payer's actual energy tariff, or likely tariff,</li> <li>(b) specific features of the property, which are not reflected in the qualifying assessment,</li> <li>(c) specific features of the products that are proposed to be installed, or the way in which the improvements are proposed to be installed.</li> </ul>
14.	<p>The Green Deal Provider can use an estimate other than the estimate provided by the qualifying assessment for the purpose of the savings estimate required under section 4(4) of the Act if:-</p> <ul style="list-style-type: none"> <li>(a) the improver [and bill payer] have agreed in writing to use this assessment, and indicated that they understand that (i) they are choosing not to use the qualifying assessment as the basis for the estimate that is required to be made under section 4(4) of the Act, and that (ii) this estimate will be the cap for the year 1 instalments for that improvement;</li> <li>(b) the Green Deal Provider keeps a written record of this savings estimate, and the basis upon which it was made.</li> </ul> <p>The Green Deal Provider remains responsible for ensuring that the estimate is carried out on the basis specified in regulation [33] of the Framework Regulations.</p>
15.	The Green Deal Provider should provide the improver with an offer of Green Deal finance for improvements which are to be installed under the proposed Green Deal plan. This should include estimates of savings and the period over which savings are expected to be realised. The Green Deal Provider should make sure it is clear which measures they can offer under a Green Deal Plan

	and which measures could be offered but not as part of a Green Deal Plan. Where the Green Deal Provider is unable to offer Green Deal finance for measures recommended by the assessor, the Green Deal Provider should inform the customer that they could contact the Green Deal advice service for further information.
16.	For domestic consumers, the GDP must discuss with the customer the results of the assessor's occupancy assessment and point out to the customer whether, on the basis of that assessment, the savings on energy bills that are achieved as a result of installing energy efficiency measures are likely to be fully offset by the instalments to be charged under the Green Deal Plan. For Green Deal plans which are to be regulated under the Consumer Credit Act 1974, the likely energy usage at the property indicated by the assessor in the occupancy assessment should be taken into account as part of the affordability assessment. If the occupier has changed since the occupancy assessment was completed, a new occupancy assessment should be sought.
17.	The Green Deal Providers' promotional material or information to customers about the Green Deal should include the contact details of the independent Green Deal advice service[ <i>to add details</i> ].
	<b>d) Providing information before a plan is agreed</b>
18.	Green Deal Providers must inform customers before a plan is agreed what maintenance, servicing and special treatment (e.g. using specific types of paint on an internal wall insulation installation) the products or systems will require in order that the customer can make an informed choice on what improvements they choose to make.
19.	Green Deal Providers must seek to ensure their customers understand the obligations contained in the Green Deal plan and the obligations which will pass to subsequent bill payers.
<b>Section 2</b>	<b>Finalising the Green Deal Plan and signing customers up to the plan</b>
	<b>a) Developing a Green Deal Plan</b>
20.	If the Green Deal plan offered is in excess of £10,000 for a domestic property, the Green Deal Provider must ensure the customer has received 3 quotes from different Green Deal Providers prior to confirmation of the plan.
21.	The Green Deal plan should include as a minimum: details of the cost of the measures, payment terms (the repayment amount, the length of repayment period), and a schedule of works.
22.	<p>If during the course of the installation works, the Green Deal Provider finds problems with or features of the property which result in unexpected costs, they should notify the customer immediately and discuss with the customer how they wish to proceed.</p> <p>If the customer agrees and all consents required under the framework regulations can be obtained, the customer and Green Deal Provider can agree to cover some or all of the unexpected costs by increasing the amount of the instalments payable under the plan. The Green Deal Provider and customer must then agree to a revised Green Deal plan, and the Green Deal Provider must ensure that the requirements of part 11 of the Framework Regulations and relevant sections of this Code are met in relation to the revised plan.</p> <p>The customer may decide to pay some or all of the additional costs up front. In this case, the Green Deal Provider should make clear to the customer what is included in the Green Deal plan and what falls outside.</p> <p>If the customer chooses not to pay the additional monies, the Green Deal plan may not be able to go ahead. In that case, the Green Deal Provider should restore the fabric of the property to the same state as it was in before the work commenced. This does not include redecoration.</p>
23.	Following the signing of the plan, but before installation commences, if the Green Deal Provider or their installer finds that the cost of the works is likely to exceed the initial quote, they should provide another quote and revise the Green Deal plan accordingly. Appropriate consents for the revised plan should be sought as necessary.
	<b>b) Disclosure of information from Green Deal Providers</b>

24.	The Green Deal Provider must disclose the following information to the person who will be the bill payer when the plan is established, and to anyone else whose consent to the plan is needed under the Framework Regulations: information, including terms and conditions on warranties and guarantees, written product information on maintenance, servicing, special treatment (e.g. using specific types of paint on an internal wall insulation installation) and user manuals associated with the products or systems installed.
25.	The Green Deal Provider must provide the bill payer and improver of written confirmation with the Green Deal ID number (once generated).
26.	The Green Deal Provider must disclose to the improver and bill payer any associated charges and fees which may be incurred through the lifetime of the plan when providing an initial offer of finance and before the Green Deal plan is signed.
27.	If, before finalising a Green Deal plan, Green Deal Providers are provided with information by energy suppliers which shows that the bill payer has outstanding energy debts, the Green Deal Provider should raise this with the customer and take this into account when assessing the affordability of the agreement.
	<b>c) Consents</b>
28.	<p>The Green Deal Provider must advise improvers of the consent requirements for the measures and charge at the earliest opportunity including the types of consent and form these should take.</p> <p>The Green Deal Provider must inform the customer of the possible sanctions they face if they do not obtain the correct consents, or provide fraudulent consents.</p> <p>Before the Plan is entered into, the Green Deal Provider must obtain copies of the consents that the improver has obtained in respect of the installation of the charge and the measures. The Green Deal Provider must store copies of those consents for the duration of the Green Deal Plan. They must also provide copies, upon request, to the current owner or energy bill payer or the Energy Ombudsman.</p> <p>Where an improver fails to obtain the correct consent(s) to the charge then a compulsory condition of the Green Deal plan will not have been complied with and it would not be a valid Green Deal plan. Such consent breaches are not covered by the sanctions and redress framework and it is expected that Green Deal Providers will wish to make their own provisions for this in the terms and conditions of their contract with the customer. Where that is the case, Green Deal Providers must not seek to recover costs or collect compensation from any party other than the original improver.</p>
29.	The Green Deal Provider must obtain consent from the bill payer to contact their energy supplier (to set up payments).
30.	The Green Deal Provider must obtain consent from customers to share data. This should include ensuring the customer is aware that data provided to Green Deal Providers may be passed to others for purposes connected with the Green Deal plan.
	<b>d) Requirements to notify customers</b>
31.	The Green Deal Providers should alert customers that they should notify their building insurer once the energy efficiency measures have been installed if they will have altered the fabric of the building in installing them.
32.	<p>Some small electricity suppliers may have chosen not to take part in the procedure for processing payments due under a Green Deal plan, and accordingly not to deal with customers who have a Green Deal plan. These are “opted out suppliers”. Electricity suppliers who are able to deal with customers who have a Green Deal plan are “Green Deal suppliers”.</p> <p>The Green Deal Provider must explain this to customers before a plan is established, and –</p> <p>(i) notify customers that if they are not currently supplied by a Green Deal supplier, they would need to make arrangements to change to a Green Deal supplier before entering into the Green Deal plan, and</p>



	(ii) notify customers that bill payers for the property will not be able to change to an opted out supplier while the Green Deal plan is in place.
33.	The Green Deal Provider is required to send customers a copy of the customer charter (to include advice on what is included in the Green Deal plan) before a customer signs up.
34.	The Green Deal Provider should inform customers that behaviour change or change in energy prices may impact overall savings.
35.	<p>The Green Deal Provider must notify customers that the Green Deal charge will be added to their electricity bill and discuss the impact the Green Deal measures could have on both their gas and electricity bills.</p> <p>Where the bill payer pays gas supply charges by direct debit and the installation of the measures is likely to result in a reduction in gas consumption, Green Deal Providers should inform the bill payer that, at the outset of a Green Deal plan, they may speak to their gas supplier and if appropriate request a reduction in their monthly direct debit payments equivalent to the savings that are likely to be realised on the gas bills for the property.</p>
36.	If the property has a prepayment meter, the Green Deal Provider must provide the improver with information describing how the Green Deal charge will be collected.
37.	Green Deal Providers should make it clear to customers that the obligation to pay Green Deal instalments will not be affected by changes in the way in which electricity bills for the property are paid, or by the electricity meter for the property being replaced or disconnected.
38.	The Green Deal Provider must provide customers with official written information and advice produced by DECC on the benefits of appropriate sequencing of measures and packages.
39.	Where the Green Deal Provider is affiliated with an assessor, the Green Deal Provider should inform the customer that they have the right to take their assessment to another Provider and ask for it to be used as the basis for a quote for the installation of the recommended measures under a Green Deal plan.
40.	Green Deal Providers must inform the improver and those parties providing a confirmation pursuant to regulation [41] of the [Green Deal Framework (etc.) Regulations] of any circumstances in which it may require early repayment of the Green Deal charge and from whom.
	<b>e) Cooling off period</b>
41.	If the customer cancels the plan in the cooling off period, the Green Deal Provider must write to the customer to confirm the cancellation and, within 24 hours, cancel the plan. The Green Deal Provider is to assume that the customer wishes to cancel the installation of the measures as well as the provision of credit – unless the customer gives explicit instructions that it wishes to enter into a new agreement for the installation of the measures with different payment arrangements.
	<b>f) Payment of Green Deal</b>
42.	<p>Where a Green Deal Plan is not to be regulated by the Consumer Credit Act 1974, Green Deal Providers must, before the Plan is entered into, inform the improver, bill payer and anyone else pursuant to regulation [41] whether or not the Plan will enable the creditor or any other person to voluntarily repay the outstanding credit. The Green Deal Provider must inform the improver, bill payer and anyone else pursuant to regulation [41] whether only full or partial early repayment is permitted, or that both are permitted. Where voluntary early repayment is to be allowed, the Provider must inform the customer of any associated fees.</p> <p>Where a Green Deal Plan is regulated by the Consumer Credit Act 1974, if a consumer repays early in part voluntarily, a Provider must, unless the consumer directs otherwise, use the repayment to pay the appropriate number of upcoming instalment payments, rather than to reduce the overall length of the plan or the level of all remaining instalment payments.</p>
43.	Where a material change has been made to the property and the Green Deal Provider intends to exercise a provision included in the Green Deal Plan pursuant to regulation [44] of the Green Deal

	Framework (etc.) Regulations, requiring early repayment of the outstanding credit, the Provider must, where the improver or bill payer from whom early repayment is sought is not the person that effected the change, allow a reasonable period of time before requiring early repayment to enable the improver or bill payer to put in place appropriate financial arrangements or to make arrangements with the person who effected the change.
44.	The Provider must use the date the instalment payment is received by the supplier as the date of payment for the purposes of the credit account.
<b>Section 3</b>	<b>Developing the Specification of Works</b>
45.	When a package of improvement measures is proposed for a building under a Green Deal plan it is the responsibility of the Green Deal Provider to ensure that the measures are properly integrated with each other and with any previously installed energy measures in order to: (a) ensure that the energy performance of the improved building will be broadly as anticipated by the Green Deal plan; and (b) minimise the risk of damage to the building fabric as a consequence of inconsistent or discontinuous insulation (thermal bridging), or of inadequate air tightness, potentially resulting in excessive heat loss and/or interstitial condensation.
46.	In addition to the elemental requirements for the installation of improvement measures set out in BSI PAS 2030 Improving the Energy Efficiency of Existing Buildings, improvement measures are to be properly integrated in accordance with current published best practice guidance.
47.	When a building is assessed for the provision of energy improvement measures under a Green Deal Plan, the Green Deal provider should recognise and record when the building is a 'historic building' (as defined in Building Regulations Approved Document L1B, 2010) or is constructed in a way that requires special consideration to ensure that improvement measures do not cause damage to or deterioration of the building fabric. Such buildings are referred to here as 'vulnerable buildings', and are likely to include most buildings constructed prior to 1914.
48.	Where a building is recognised as vulnerable it is the responsibility of the Green Deal Provider (a) to determine whether any improvement measures should be proposed, (b) if improvements are proposed, to ensure that appropriate materials, products and specifications are used in order to protect against consequential damage to the finishes or fabric of the building, (c) to encourage customers to consider whether Listed Building Consent or any similar or equivalent statutory or regulatory approval is required before any work is carried out, and (d) to consider whether an architect or surveyor with specialist skills in respect of vulnerable buildings should be consulted. In the event of any doubt about this the Green Deal Provider should consult the local Historic Buildings Officer.
49.	Where a building is recognised and recorded as vulnerable, in addition to the requirements for the installation of improvement measures set out in BSI PAS 2030 Improving the Energy Efficiency of Existing Buildings, improvement measures are to be in accordance with current published best practice guidance, which includes (but is not limited to) the publications listed below.
50.	Where an existing building or any element of it has vapour permeable construction that allows moisture within the building to migrate to the exterior through the building fabric (e.g. traditional vapour permeable timber-framed, masonry or cob construction), then any insulation or air barrier installed as part of an improvement package must have vapour permeability not less than that of the original construction.
<b>Section 4</b>	<b>Requirements of Green Deal Providers after installation</b>
	<b>b) Ensuring work has been completed</b>
51.	The Green Deal Provider should check work has been carried out on the property by ensuring they receive confirmation from the installer (signed by the customer) within 7 days of the work being complete.
52.	Following the installation of measures, as a minimum, the Green Deal Provider should restore the fabric of the room to the same state as it was before work commenced.
	<b>c) Ensuring work has received any necessary building control sign-off</b>

53.	The Green Deal Provider should ensure that work carried out has received any necessary local authority building control approval.
	<b>d) Updating and storing relevant information</b>
54.	The Green Deal Provider must keep a record of all relevant documents and consents including credit agreements, the Green Deal plan, warranties and consents. This should be for at least the length of the Green Deal plan plus 6 years.
	<b>e) Dealing with complaints</b>
55.	Before the plan is entered into, the Green Deal Provider must provide customers with information on who to contact if they have a concern or complaint related to their Green Deal. The Green Deal Provider must ensure they have a suitable process in place for clearing customer complaints including complaints relating to consent breaches.
56.	Green Deal Providers must comply with the Financial and Energy Ombudsman requirements on complaints handling procedures.
57.	Upon receipt of any complaint, the Green Deal Provider should always endeavour to make good the problem in the first instance and seek redress, if appropriate, through sub-contracts with installers or assessors.
58.	If a Green Deal Provider has reasonable grounds to believe the complaint has arisen due to the actions of an independent participant which they do not have a contract with, the Green Deal Provider should provide assistance in directing the customer to the independent participant.
59.	<p>Within 14 working days of notification that a customer is unhappy with the final proposed resolution to a complaint the Green Deal Provider must offer the complainant the opportunity to resolve the matter by means of conciliation.</p> <p>The offer of conciliation must:</p> <ol style="list-style-type: none"> <li>explain that the use of the conciliation service is optional and at the discretion of the customer</li> <li>explain that the Provider is required to offer this service</li> <li>be made in writing</li> <li>state the right of the complainant to withdraw from the conciliation at any time.</li> </ol> <p>The Green Deal Provider must take reasonable steps to ensure that the conciliator is:</p> <ol style="list-style-type: none"> <li>independent;</li> <li>has no financial or other interest which is likely to affect prejudicially the carrying out of the conciliator's functions in connection with the conciliation; and</li> <li>has appropriate experience given the nature of the complaint.</li> </ol> <p>The Green Deal Provider must require the conciliator to:</p> <p>(a) respect the confidential nature of any of the information disclosed to him in connection with the conciliation; and</p> <p>(b) use best endeavours to resolve the complaint within six weeks of being appointed.</p> <p>The Green Deal Provider may not charge the complainant for the conciliation.</p> <p>The Green Deal Provider must notify the Oversight Body of the outcome of the conciliation through annual reporting to the Oversight Body.</p> <p>Once the complaint has been resolved through the independent conciliation service to the satisfaction of all parties, an agreement will be signed and the same complaint cannot be raised again.</p>
	<b>e) Requests for data and updates</b>
60.	<p>Where a Green Deal plan is regulated by the Consumer Credit Act 1974, the periodic statement provided for in section 77A and the statement of account provided for in section 77 must be accompanied by the following reminder:</p> <p><i>This credit arrangement is a Green Deal plan. Regular instalments are therefore collected through the electricity bill at this address, marked as 'Green Deal Charge' on the bill. To keep this credit arrangement up to date, it is important to ensure the electricity bill is paid on time and in full. You</i></p>

	<i>remain free to change the payment schedule of your electricity bill in line with your electricity's suppliers' policies without any penalty or extra charges accruing to this credit arrangement. If you wish to change the payment frequency, you are advised to contact your electricity supplier directly; any amendment to your electricity billing schedule will automatically be reflected in this credit agreement.</i>
61.	Where a Green Deal plan is regulated by the Consumer Credit Act 1974, if a Green Deal Provider issues a statement under section 77B, they must, at the same time, remind the customer that the payments referred to in the statement are included in the electricity bill for the property.
62.	Where a Green Deal plan is regulated by the Consumer Credit Act 1974, if a Green Deal Provider issues a statement of account pursuant to Section 77, they must ensure that it is clear that any arrears from before the current bill-payer became responsible for the electricity bill at the property are not payable by the current bill payer.
63.	Where a Green Deal plan is not regulated by the Consumer Credit Act 1974, Green Deal Providers must: <ul style="list-style-type: none"> <li>• provide customers with a statement of account on request; and</li> <li>• provide customers with a statement of account at least once a year</li> </ul>
64.	Green Deal Providers must comply with requests for data on their Green Deal plans which are made by the Secretary of State or his agents from time to time.
65.	The Green Deal Provider should provide appropriate information on the Green Deal plan upon request (whilst respecting data protection laws) to both the bill-payer at the property, and also to anyone else who has to comply with disclosure and acknowledgement requirements. This would include the copy of the Green Deal plan, any additional terms and conditions and information on warranties.
66.	When a Provider receives notification from an electricity supplier that a customer intends to move (or has moved) from a property which has a Green Deal, the Provider must provide the outgoing customer (at a forwarding address if necessary) with a statement under section 77A of the Consumer Credit Act 1974 covering the period from the last section 77A statement to the date of the customer's departure. The Green Deal Provider must highlight to the customer any arrears that are owed by that customer. Where a customer has made a partial early repayment under section 94 of the Consumer Credit Act 1974 during the period to which this statement 77A statement relates, the Green Deal Provider must highlight any compensation that the Green Deal Provider has charged and how that compensation was calculated.
67.	When a Green Deal Provider receives notification from an electricity supplier that a new customer is taking over responsibility for the electricity bill at a property, the Provider should provide that person with an "opening statement". The opening statement must set out the total amount of credit which remains outstanding under the agreement at the date the new person moves in. This statement should not reflect any arrears from before the date the new person moves into the property. The opening statement must inform the customer that they can obtain a copy of the original credit agreement from the Green Deal Provider.
	<b>f) Ongoing requirements</b>
68.	Green Deal Providers must cooperate with the Secretary of State and his agents in relation to their obligations under the Green Deal, and, in particular, must cooperate with requests made by the Secretary of State or his agents in connection with the monitoring of Green Deal Providers' conduct, and evaluation of (i) the effectiveness of Green Deal plans in helping owners and occupiers to make energy efficiency improvements to their properties, and (ii) the impact of Green Deal plans on the United Kingdom's carbon targets.
	<b>g) Providing Information to Future Bill Payers</b>
69.	Disclosure will be effected through provision of the EPC. This will include key information about the Green Deal at the property and details to enable further enquiries to be made.
70.	Green Deal Providers will take reasonable steps to ensure that the following persons are made aware of the disclosure and acknowledgement obligations and the consequences of a breach. <ol style="list-style-type: none"> <li>i. The first improver</li> </ol>

	<ul style="list-style-type: none"> <li>ii. The bill payer at the property at the time the plan is taken out</li> <li>iii. Anyone whose consent was required to taking out the plan who, in that role, could become responsible for the disclosure and acknowledgement obligations in the future (e.g. landlords)</li> <li>iv. Subsequent property owners (if the Green Deal Provider becomes aware that the property has changed hands)</li> </ul> <p>The disclosure and acknowledgement obligations are set out in the Green Deal framework regulations and include the potential for the imposition of sanctions by the DECC Secretary of State, or their delegate to enable redress and compensation.</p>
71.	The Green Deal Provider will ensure an EPC, updated with the measures, asset rating and plan information, is sent to the improver within 10 days of the plan being confirmed. The Green Deal Provider will also notify landlords consenting to the Plan that the Plan has been confirmed.
72.	When they use contractors who are members of Competent Persons Schemes for the purposes of the Building Regulations, Green Deal Providers will enable a secondary form of disclosure. They will require these contractors to indicate that the measures have been paid with a Green Deal, on any certificate they lodge on the relevant Local Authority Land Charges register.

## Annex C: Green Deal Installers and Installer Certification Bodies

The following additional requirements must be met by installers and installer certification bodies participating in the Green Deal:

Section 1	Installers
1.	Those wishing to be authorised as Green Deal installers must belong to an accredited installer certification body and be certified by that body as a Green Deal installer who meets the requirements set out in PAS 2030.
2.	Installers must comply with the requirements set down by their accredited installer certification body in relation to meeting this Code.
3.	Installers and/or their employers must be financially viable and must notify their certification body of any event which could affect this position.
4.	Installers must have an absence of, or methods for avoiding, conflicts of interest between the commercial interests of any sponsoring or parent organisations and management of the Green Deal.
5.	Where appropriate installers must have the technical ability and competence to deliver compliance with the Building Regulations (pertaining to England, Wales and Scotland).
6.	Where appropriate, installers must be assessed as technically competent against relevant National Occupational Standards (NOS) under a Minimum Technical Competence (MTC) assessment procedure before being authorised with the Green Deal. Assessment must include an on-site assessment. Evidence of meeting this requirement must be submitted to the certification body if requested.
7.	Installers must carry out Continuing Professional Development (CPD) as directed by their certification body to ensure that competencies are kept up to date, for example as a result of changes to PAS 2030, Building Regulations and/or BS/EN standards or technical approvals.
8.	Installers must give a commitment to external monitoring by installer certification bodies and/or UKAS and to maintaining their accreditation to PAS 2030.
9.	Installers must remain responsible for the compliance of all Green Deal work carried out under a contract with the customer and/or Green Deal Provider.
10.	Installers must set out clearly in writing details of work to be carried out, costs, any exclusions, timescales and any drawings/plans where appropriate. Any revisions and changes to costs must be agreed in writing between the installer and Green Deal Provider.
11.	Installers must take all reasonable steps to ensure that condition of a property is sufficient to begin work and that there are no existing issues which might affect any measures being installed. Any such issues must be reported to the Green Deal Provider
12.	Installers must take into consideration special building requirements that may be necessary such as in older buildings or in conservation areas.
13.	Installers must only install those measures and products which comply with Green Deal requirements, and in particular Annex D of this Code. It is the responsibility of the installer to ensure all products installed meet these requirements.
14.	Installers must install products in line with manufacturer's requirements and instructions.
15.	Installers must take full responsibility for the quality of work, compliance to the Code and any other legal requirements in respect of work carried out by sub-contractors.
16.	Installers must notify their installer certification body of all completed work under the Green Deal.

17.	If appropriate, installers must provide customers with a certificate of building regulations compliance on completion of work, where appropriate.
18.	Installers must report back to Green Deal Providers within 7 days of the work being completed. This should include customer confirmation that the work has been satisfactorily completed.
19.	If a revised savings estimate was quoted by a Green Deal Provider using the Product Characteristic Database, installers must install the specific product/s or system/s listed in the revised estimate.
20.	Installers must provide details of those operatives they may use on site if requested, including details of any relevant qualifications and competences for the work they are carrying out.
21.	Installers must retain records of completed jobs for a minimum of 6 years.
<b>Section 2</b>	<b>Installer Certification Bodies</b>
22.	Installer certification bodies must give a commitment to external monitoring by UKAS and to maintain accreditation to PAS 2030.
23.	Where appropriate, installer certification bodies must ensure that its members are assessed as technically competent against appropriate National Occupational Standards (NOS) under a Minimum Technical Competence (MTC) assessment procedure before being certified for the purposes of the Green Deal. Such assessment must include an on-site assessment.
24.	Installer certification bodies must ensure that members' competencies are kept up to date, for example as a result of changes to PAS 2030, Building Regulations and/or BS/EN standards or technical approvals.
25.	Installer certification bodies must use competent inspectors to undertake monitoring of their members' work, including carrying out periodic random inspections of a representative sample of each member's work, during and/or after completion, to check compliance.
26.	Installer certification bodies must make available to customers/Green Deal Providers appropriate provision of financial protection to put non-compliant domestic work right, where the original installer cannot do so.
27.	Certification bodies must provide the Green Deal Oversight Body with details of operatives employed by the entities they certify, and details of the level of their competence.
28.	Certification bodies must ensure that those they certify are carded (identity card with Green Deal Mark and details of which measure they are certified to install as a minimum).

## Annex D: Green Deal Products and Systems

The following additional requirements relate to the products and systems that can be included in and installed under Green Deal Plans.

The requirements in this Annex are intended to ensure that products and systems installed with Green Deal finance (including when subsidised through the Energy Company Obligation) are of sufficient quality.

<b>Section 1</b>	<b>Compliance with legal requirements and standards</b>
1.	All products and systems installed with Green Deal finance must fall within a category of qualifying energy improvement as specified in the Green Deal (Specified Energy Efficiency Improvements and Qualifying Energy Improvements) Order.
2.	All products and systems installed with Green Deal finance must comply with: <ul style="list-style-type: none"> <li>a) all applicable European and domestic legislation relevant to the testing, performance, certification, and quality of the product or system; and</li> <li>b) all applicable aspects of European harmonised or domestic standards relating to the testing, performance or certification of the products or system.</li> </ul>
<b>Section 2</b>	<b>Specific requirements relating to CE Marking (or equivalent)</b>
3.	All products or systems which fall within the scope of the CE marking regime must be CE marked before they can be installed with Green Deal finance.
<b>Section 3</b>	<b>Requirements for products and systems which do not require CE Marking (or equivalent)</b>
4.	Products and systems falling outside of a CE marking regime should be tested and certified to a CE equivalent level.
<b>Section 4</b>	<b>Compliance with the requirements of certification schemes</b>
5.	Products or systems that are covered by the requirements of existing domestic certification schemes, such as the Microgeneration Certification Scheme (or equivalent), must comply with those requirements.
<b>Section 5</b>	<b>Requirements relating to “systems”</b>
6.	External Wall Insulation Systems with a render finish must be tested and certified, or certified, by a UKAS accredited certification body (or equivalent institution) to ETAG004.
7.	External Wall Insulation Systems excluding render finishes must be tested and certified, or certified by a UKAS accredited certification body (or equivalent) in accordance with a relevant harmonised standard or ETAG, if applicable.
8.	Internal Wall Insulation Systems should be certified by a UKAS accredited certification body (or equivalent) in line with UK building regulations.
9.	Cavity Wall Insulation Systems should be certified by a UKAS accredited certification body (or equivalent) in line with UK building regulations.
10.	An equivalent certification body means a body designated as a Technical Assessment and Notified Body in Annex IV of the Construction Products Regulations 2011.
<b>Section 6</b>	<b>Approved Green Deal Products and Systems</b>
11.	Only products and systems which have been confirmed as complying with the Code of Practice, and as a result, have been listed by the Green Deal Oversight Body may be installed with Green Deal finance.
12.	All Green Deal participants can apply to the Green Deal Oversight Body for access to the Products and Systems list.



13.	Green Deal participants should supply the Green Deal Oversight Body with any evidence relevant to their routine investigations into whether Green Deal products and systems comply with the Code of Practice.
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Department of Energy & Climate Change  
3 Whitehall Place  
London SW1A 2AW  
[www.decc.gov.uk](http://www.decc.gov.uk)