

REAL Assurance Scheme Consumer Code



Consumer Code for supplying renewable and low carbon small-scale heat and power generators to domestic consumers.

July 2010

Contents

1.	Purpose	2
2.	Introduction	3
2.1.	The Renewable Energy Association	3
2.3	The REAL Assurance Scheme	3
2.3.	The Microgeneration Certification Scheme	3
2.4.	The Consumer Code	4
2.5.	Using marks and symbols	4
3.	Following this code	5
4.	General business standards	5
5.	Pre-sale activities	6
5.1.	Advertising and sales promotion	6
5.2.	Behaviour of sales representatives	7
5.3.	Performance information and predictions	8
5.4.	Proposals, estimates and quotations	10
5.5.	Permission, approval and grants	11
5.6.	Pre-contractual information	12
6.	Contracts	12
6.1.	Terms of business	12
6.2.	Cancellation rights	12
6.3.	Deposits and further advance payments	13
6.4.	Timetable and any preparation the consumer needs to do	14
7.	Completing the order	15
7.1.	Responsibility for the work	15
7.2.	Design, delivery and Installation	15
7.3.	Testing and commissioning	16
8.	After-sale activities	16
8.1.	Guarantees	17
8.2.	Fuel Supplies	18
8.3.	Maintenance and service agreements	18
8.4.	Service and repair	18
9.	In case of problems	19
9.1.	Consumer complaints procedure	19
9.2.	Conciliation service	20
9.3.	Independent arbitration	21
9.4.	Disciplinary procedures	21
9.5.	Completing the contract	23
10.	Monitoring performance	23
	Attachments	24
A	Glossary and definition	24
B	Types of renewable energy sources or converters	26
C	References to other relevant documents	27
D	Contact details and links to other organisations	28
E	Our Responsibilities	32
F	Index	33

REAL Assurance Scheme Consumer Code

Please note:

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

Members of the REAL Assurance Scheme have given a legal undertaking to comply with the Code. Please read the disclaimer in section E.

1. Purpose

We have designed this Code to help members achieve high standards when selling or leasing small-scale heat and power generators, whether from renewable or other low carbon sources, to domestic consumers.

We aim to develop and maintain the Code following best practice in achieving public confidence, and to present it for accreditation under appropriate independent standards. A Panel made up of members, consumer representatives and others with an interest in the issue monitors the contents of, and changes to, this Code.

We want consumers to have the confidence to generate their heat and power themselves. Offering high standards of service will increase scheme members' chances of winning future business.

2. Introduction

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

Renewable sources of generation include:

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

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

2.1. The Renewable Energy Association

The Renewable Energy Association (REA) is the country's leading trade organisation representing renewable energy producers and suppliers across a wide range of electric and heating energy sources.



We recognise that most domestic consumers are not experts in these technologies. It is essential that suppliers provide them with the information they need to choose the most suitable system for them and to get the best from it. This is why we have set up the REAL Assurance Scheme to help companies provide high standards of service when they supply energy generators to domestic consumers. We have also provided guidance for consumers at www.realassurance.org.uk/consumer-guide

2.2. The REAL Assurance Scheme

The REAL Assurance Scheme is governed by specific bye laws which members must undertake to abide by. This Consumer Code is the centrepiece of the scheme, and is aimed at all those companies that have contact with domestic consumers. Any organisation that has joined the REAL Assurance Scheme is referred to in this Code as a 'member'.



All members of the Renewable Energy Association who provide products and services to domestic consumers must join the REAL Assurance Scheme. It is also open to companies who are not members of the Association.

2.3. The Microgeneration Certification Scheme

The Microgeneration Certification Scheme (MCS) is an important quality assurance mechanism that sets out both:

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

The MCS is administered by Gemserv on behalf of Government. There are currently 6 bodies accredited by the UK Accreditation Service (UKAS) to carry out certification against the MCS installer standards. Certification is a requirement of the UK Government's Feed-in Tariff 'Clean Energy Cash Back' Scheme, the Scottish Government's Community and Renewable Energy Scheme (CRES) and is likely to be a requirement of the proposed Renewable Heat Incentive in the future.

REAL Assurance Scheme members should be certified, or be working towards certification, to the relevant MCS installer standard. Members that never carry out installations themselves, but subcontract them to other members, do not have to be MCS certified. They must declare this position to the scheme administrator. Any members that have not made such a declaration, and that have not achieved certification within six months of joining the REAL Assurance Scheme, will have their membership terminated and the balance of their fee refunded.

2.4. The Consumer Code

This Code relates to the contacts companies have with consumers. The Code is that which is set out in this document. It covers all the factors that contribute to overall consumer service, including:

- details of the assurance the Code gives;
- clear information on the systems and their performance;
- any arrangements for installing and connecting the system;
- the selection and quality of goods supplied;
- details of the conditions of business that apply;
- the standard of any installation and other on-site work;
- guarantees, and any maintenance and after-sales services needed;
- what action will be taken to deal with any problems; and
- monitoring and continuously improving procedures.

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

The principles set out in this Code are not intended to interpret, replace or restrict the law. None of the conditions of the Code will affect consumers' rights under any existing consumer protection law. There is a summary of the laws that protect consumers and govern transactions in attachment C7, below.

This Code has been designed to fit with the MCS installer standard described in section 2.3, above.

2.5. Using marks and symbols

The REAL Assurance Scheme logo provides a guarantee of a high standard of service to consumers. It may only be used by members. Scheme members will use the REAL Assurance Scheme logo strictly in line with the guidelines the scheme administrator issues from time to time. If members are entitled to use other logos, they must also follow the conditions of use for these, so long as there is no conflict with the conditions set out in this Code.

3. Following this Code

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

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

Members will make sure that they have access to the latest version of the Code available at: www.realassurance.org.uk/real-assurance-consumer-code. They will make sure that all employees, those individuals they contract with or who act on their behalf are aware of the legal requirements that apply and their responsibilities under the Code.

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

Some members purchase, or otherwise obtain, sales leads from third party organisations, individuals or websites. Members who do this are responsible for ensuring that the organisations, individuals or those running the websites have been trained in, and have complied with, all the relevant conditions of the Code. If they do not comply with the relevant requirements of the Code, the matter will be dealt with as described in section 9.4. This must be an explicit condition of any agreement between the member and a third party.

The scheme administrator may, in certain circumstances, share details of a member or consumer with the MCS licensee or certification bodies described earlier in this section, or with the relevant Trading Standards Department. The scheme administrator will not share details of a member or consumer unless they have first consented for this to happen. The circumstances in which the scheme administrator will seek to do this is in line with the data protection laws.

4. General business standards

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

Members must pay their annual membership fee promptly. Members who do not pay their membership fee within a reasonable period of being invoiced will have their membership

terminated. Members who leave the Scheme and then apply to rejoin it within the same calendar year will be expected to pay the membership for the full year.

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

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

In the case of vulnerable consumers, members are expected to provide extra care and support. Consumers may be vulnerable as a consequence of mental or physical infirmity, age, credulity, learning difficulties, illiteracy or if their first language is not English. The member must have reasonably been expected to foresee this. The information members provide should be appropriate to the consumer's needs. Members should take special care to ensure that the consumer understands the key documents, including the quotation, the contract and the guarantee arrangements. Where appropriate, members must seek the involvement of a trusted friend or relative.

Members must have appropriate insurance to cover possible third-party damage, which may be caused by any of their activities in supplying energy generators to consumers. The insurance must be adequate to cover any liabilities which might reasonably be expected to arise from their activities but must not be less than one million pounds for each incident.

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

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

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

As the products covered by this Code are designed to contribute to a more sustainable use of energy, members should work in a way that does not harm the environment or the communities in which they work. Larger companies should consider being accredited to a recognised standard for environmental management and reporting.

5. Pre-sale activities

5.1. Advertising and sales promotion

Members must make sure that any advertising materials they produce or use are legal, decent, honest and truthful, and that they comply with all the relevant legislation including the British Code of Advertising and Sales Promotion ('the CAP Code') and the Consumer Protection from Unfair Trading Regulations 2008 ('the CPRs'). (For further details of relevant Acts and Regulations, see section C10 below.) All performance claims, testimonials and claims about savings, financial payback or income in advertisements or sales promotions must be clearly attributed to a reputable source.

Wherever possible, advertising materials should refer to or use this Code to tell consumers about what the REAL Assurance Scheme offers. Where members promote their services by direct mail or telephone, they must first check the names against the mailing preference service or telephone preference service databases for any exclusions. Where they use lists of names for promotional purposes they must ensure that these will be kept in line with data protection laws.

Members should tell consumers about the Code and about the guidance mentioned in section C4 below, and provide copies when asked. Where performance information is used in advertising, it must comply with the conditions of section 5.3 below.

Any comparisons with other products or companies that members make in their advertising materials must not be deceptive, and must be in line with the comparative advertising rules in the Consumer Protection from Unfair Trading Regulations 2008 ('the CPRs').

5.2. Behaviour of sales representatives

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

Employees must not give false or misleading information about their company or the product, services or facilities being offered. They must not make any statement that is likely to mislead the consumer in any way. Sales employees and representatives, whether employed directly, sub-contracted or selling on the company's behalf, must not use any selling techniques designed to pressurise the consumer into making an immediate decision. These techniques are prohibited by law as well as contravening this Code. They include, but are not limited to:

- staying in the consumer's premises for more than two hours except in exceptional circumstances;
- offering an inflated initial price followed by a discount, or equivalent, for
 - signing on the day
 - agreeing to provide testimonials

- providing customer referrals
- providing performance monitoring data;
- withholding price information until the end of the visit; or
- claiming that there is limited availability of the energy generator.

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

- the undiscounted price quoted is a genuine price at which a significant number of retail sales of a energy generators could reasonably have been expected to have been made; and
- the discounts have been specifically advertised a reasonable time beforehand on the website or in press or other media advertising.

Members must not follow up sales visits by offering further discounted prices intended to pressurise consumers into signing a contract.

Members should keep a record of the length of time they spend in the consumer's premises. This record will be required as evidence in the event of an investigation, but will not be a justification for spending more than two hours in the consumer's premises. Members' sales employees, representatives and any-one acting on their behalf must act with integrity and, in particular, they must respect the consumer's right to privacy and to bring any contact to an end if requested to do so. They must answer consumers' questions honestly and clearly.

Members must check whether a consumer is vulnerable in any way. (See section 4 above for more information on which groups of consumers may be considered vulnerable.) In such a case, they must adapt key information accordingly, and suggest that the consumer reads it with a trusted friend or relative.

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

5.3. Performance information and predictions

It is very important that members do not 'oversell' energy generators to consumers. For this reason, it is essential that members give certain technical information, set out below, *in writing* to consumers before the contract is signed. These are set out below. This means that, in the case of a sales visit where a contract is signed in a consumer's home, the information must be provided in writing *during the visit*. Members must keep records of the information provided.

Before the contract is signed, members must:

- give consumers a written estimate of how the energy generator will perform in a format that is readily understandable by them, based on specific performance data for the technology in question;
- make clear whether the estimate is specific to the property and, if it is, whether it follows a site survey;
- where the estimate is based on some standard or 'average' premises instead, give the full details and source of that standard.

Members must present calculations using recognised standards or based on those that have been developed for the Microgeneration Certification Scheme (MCS) installer standards for individual technologies (described in section C2 below). They must provide comparisons for non-expert readers, with predictions presented according to the guidelines provided by the scheme administrator. Calculations must be based on product information which has been confirmed by an independent test laboratory in line with all standards that apply. All ratings must be presented in kilowatts (kW), and output in kilowatt hours (kWh), although other units, for example btus or therms, may also be used, if appropriate.

Proposals to consumers must only include estimates of savings, periods of recovery ('payback') or other measures of financial effectiveness based on the consumer's actual energy use. Any assumptions that have been made (for example, of energy prices, interest rates or inflation) must be set out and clearly explained. These estimates should not mislead the consumer in such a way as to affect their economic behaviour. Members may, however, publish case studies showing the effectiveness of previous installations, as long as they give full details of the size and type of the energy generator supplied, the type of property which it was used for, as well as the energy costs (and resale price where appropriate).

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

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

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

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

(The scheme administrator has prepared some guidance on the clear presentation of performance estimates.)

5.4. Proposals, estimates and quotations

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

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

Members will provide consumers with a written cost estimate based on the information the consumer has given them, and make clear that the estimates are examples only and not definite figures. Members will also provide consumers with a formal quotation in writing, signed by an authorised signatory. The scheme administrator has prepared a [sample quotation](#) for members' use.

Quotations must show:

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

- business terms, including the payment method and timetable, how long the quote will be valid for and other conditions set out in section 6.1, below; and
- completion dates for installing the energy generator.

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

www.energysavingtrust.org.uk/Generate-your-own-energy/Cashback-Calculator.

Where members are offering to provide the small-scale electricity generator free of charge in return for the consumer assigning their right to the Feed-in Tariff benefits they must give the consumer full information in writing before the consumer signs a contract. The contract should comply with this Code in all respects. The full information members must provide to consumers is set out at:

<http://www.realassurance.org.uk/pdf/information-regarding-free-solar-pv-systems.pdf>

Members must produce performance predictions in line with section 5.3 above and they must be included in the formal quotation. Members should follow a 'no surprises' pricing policy. Prices should be itemised clearly and broken down as far as possible. The quotation must be clear and easy to understand. Members must provide consumers with an accurate description of any ancillary costs they are likely to incur, for example the costs of a back-up fuel.

If any other goods and services will be needed (for example, routine servicing or phone helplines), information on the availability and price of these must be provided in the quote. If a system will need a yearly safety check or other regular maintenance, this should also be made clear to the consumer along with the likely cost of this. When the consumer receives the final invoice, there should be no unexpected items compared to the quote, unless agreed beforehand.

If the consumer is being offered a leasing arrangement, the same principles will apply. Members must draw to the consumer's attention any variations to the original quotation and how this will affect the completion date before the contract is agreed.

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

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

5.5 Permission, approval and grants

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

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

Members will advise the consumer about any grants or other incentives available for the work and agree whose responsibility it is to apply for the grant. If it is the consumer's responsibility, the member will inform the consumer where to find the relevant information about procedures and deadlines. If members are permitted to apply for the grant on the consumer's behalf, they must first provide the consumer with full information as to the source of the grant, and the terms and conditions that apply to it. Where the successful award of a grant is essential to the consumer's agreement to proceed with the installation of an energy generator, this should be specified as a condition in the contract. Where no such grant is forthcoming, for whatever reason, the consumer will not be held to the contract.

Where a contract is dependent on the consumer receiving a grant, members should not require any deposit to be paid until such time as the grant has been approved.

5.6. Pre-contractual information

Before the contract is signed, members will provide consumers with certain relevant information, in addition to that described in sections 5.4, 5.5, 6.2 and 8 of this Code. This includes:

- the member's name, address, telephone, email and website details;
- information about any after-sales services, guarantees and warranties;
- where relevant, specific details of the fuel sourcing, usage and storage arrangements that the system will require (see section 8.2 below); and
- details of any requirement for regular servicing that the system will require (see section 8.4 below).

Finally, members must provide consumers with a [leaflet](#) describing this Code. They should inform consumers of the complaints handling procedures in the Code, including the arrangements for conciliation and independent arbitration (see sections 9.2 and 9.3 below).

6. Contracts

6.1 Terms of business

Members will have clear, unambiguous terms of business that do not disadvantage consumers. Members will ensure that they carry out their contractual obligations without excluding their liabilities. All terms must conform to the Unfair Terms in Consumer Contract Regulations 1999 and the Consumer Protection from Unfair Trading Regulations 2008 ('CPRs'). (For further details of relevant Acts and Regulations, see section C11 below.) The scheme administrator has developed [a set of model contract terms](#). All terms of business must be effectively communicated in writing to the consumer and form part of the quotation (as set out in section 5.4 above).

The written terms of business must include details about:

- cancellation rights (see section 6.2 below);
- payment methods, timing and deposits (see section 6.3 below);
- guarantees (see section 8.1 below); and
- information on after-sales support (see sections 8.3 and 8.4 below).

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

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

6.2 Cancellation rights

Members will give consumers seven *working* days to cancel the contract without penalty (the 'cooling off period') after they have signed the contract. Before the contract is signed members must explain how the consumer can cancel the contract, give the name and address of the person to contact in this event, and provide a [cancellation form such as this one](#).

Members should keep a record of cases in which consumers cancel together with the reasons. Members who fail to give the consumer written notice that they can cancel the contract may be committing a criminal offence.

The cooling-off period of seven *working* days stipulated in this Code reflects a reasonable standard of practice given that the relevant legislative provisions differ depending on how and where the sale takes place. (See section C11 below for more details of the different cooling-off periods required in relevant legislation.) In the event that legislation requires a longer cooling-off period then this should take precedence over the requirements of the Code.

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

If work has already started before the contract is cancelled, and so long as the company provided the consumer with the requisite information before the contract was signed, the consumer may be responsible for the costs of goods and services already supplied, and of making good the property.

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

6.3 Deposits and further advance payments

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

If the member subsequently requires a further advance payment to be made by the consumer, this must constitute a reasonable percentage of the overall costs of the work and will only be used for work under the contract, for example for purchasing goods. Under no circumstances can the deposit and the further advance payment, taken together, exceed 60 per cent of the estimated overall costs of the work. Members can only require a further advance payment *no more than three weeks* before the agreed delivery date of all the goods to be installed. Members will set out clearly in the contract the amount and timing of all payments required.

Members must place the deposit and the further advance payment, if required, in an account specially set up in the consumer's name (such as a 'client' or other third party account). This must be separate from those accounts linked to the member'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 consumer's consent. (This can be obtained in advance when the consumer signs the contract.)

In this way, if the member falls into receivership, administration or bankruptcy before the contract has been completed, the consumer will be able to recover his or her money. In such a case the money held in the special account should either be refunded to the consumer or passed directly to another member who has agreed to complete the contract in line with section 9.5, below.

The scheme administrator launched the Deposit and Advance Payment Insurance Scheme in November 2010. All members are required to take part in it unless they can demonstrate that they

already have equivalent cover in place. Members will continue to keep consumers' money separate from the money in their own bank accounts as set out above.

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

6.4 Timetable and any preparation the consumer needs to do

The timetable for carrying out the work will be confirmed when the contract is agreed. In setting out the timetable, members will show flexibility, and take into account the consumer's preferred working times and dates, and ask if there are any 'critical completion deadlines'.

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

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

7. Completing the order

7.1 Responsibility for the work

Members who enter into the contract may do on-site work themselves, or subcontract it to someone else. In either case, installation work must be carried out by an installer who is certified to the relevant MCS installer standard described in section 2.3 above.

All those involved in completing the order must be aware of, and keep to, the conditions of, the Code. They must also meet the general business standards described in section 4 above, including the requirement for suitable insurance cover.

7.2 Design, delivery and installation

A final design for the energy generator should be produced before installation work starts. Designs must use only products that have been MCS certified, as described in section 2.3 above. For products that are in transition, this should be made clear to the consumer.

If a site survey has not already been carried out, before starting the work the installer must validate the designs through a site survey and health and safety risk assessment. (It is not necessary for the installer to make a separate site visit to carry these out.) If the site is not suitable for installing the system, the installer must explain the reasons in writing to the consumer, cancel the contract and refund any deposit or advance payment in full. If members intend to charge consumers for the design work, the charge must be reasonable and they must make this clear to consumers beforehand.

Before the work starts, the member must provide the consumer with designs that show where the main system will go, and any alterations to the property or services such as electrical and heating systems that will be needed. The design must be specific to the consumer's property, and any schematic design must be amended to show which elements will go where in the specific property where the energy generator is being installed. The consumer must approve these. If, as a result of this information being disclosed, the main system differs from that on which the quotation was based, the member must draw this fact to the consumer's attention in writing. The member must allow them to cancel the contract if it no longer corresponds to their needs, and have any deposit or part payment refunded.

The member must also explain to the consumer in writing about any disruption to facilities or services which may happen during the installation work, and any work that may be needed to put things right. Members must make sure that the installation, if carried out on their behalf, is in line with the standards and good practice. They must follow the specific conditions set out in the relevant MCS installer standard linked to the Code and described in section 2.3 above.

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

If a member makes a significant change to the agreed, specified delivery or installation date set out in the contract, the consumer will be entitled to cancel the contract and receive a full refund of any deposit or advance payment. This is in line with the Supply of Goods and Services Act 1982. To continue with the work, the member will need to issue the consumer with a new contract, including a new cooling-off period. (This does not apply to changes that result from events beyond the member's control.) If no delivery date has been specified, the goods and services should still be provided within a reasonable length of time. Members should make consumers aware of their rights under this legislation. If a delay is the responsibility of the consumer, for example if they have not got the permission they need in time, the member will use their best endeavours to arrange a new start date that is convenient to both of them.

7.3 Testing and commissioning

When the work has been completed, the system should be fully checked and tested in line with the MCS installer standard. Any test results will be recorded on a commissioning record (in a form approved by the scheme administrator), and this will be signed by an authorised signatory to confirm the work is satisfactory.

When the work has been completed, the member will give the consumer a copy of this commissioning record together with relevant conformity certificates and guarantees. The member will also give the consumer full operating and maintenance instructions, along with a full description of the system. All the documents provided must be written in plain English and, in the case of vulnerable consumers, the information provided should be appropriate to any particular needs they may have.

8. After-sale activities

Before the contract is signed, members will provide the consumer with a number they may call or the address of a local office or showroom they may visit should they have any queries after the contract has been completed. In this way, members 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 consumer services manager.

8.1 Guarantees

Manufacturers' and installers' guarantees are intended to protect consumers if there are any faults with the energy generating system. These are needed by law. Guarantees must not limit the consumer's legal rights under the Unfair Terms in Consumer Contracts Regulations 1999. Members must explain to consumers clearly and in plain English, both in writing and verbally, the terms of the guarantee being offered as well as its duration. They must also explain in what ways it goes beyond the consumer's legal rights. Guarantees must be transferable to the new owner in the event that the consumer moves home.

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

Members will also make sure that consumers are offered, at no extra cost, a guarantee against any faults as a result of the installation process and workmanship applied. This guarantee should be in line with any conditions set out in the relevant MCS installer standard described in section 2.3 above. In the event that the installer falls into receivership, administration, or bankruptcy during the term of the installer's guarantee, there need to be arrangements in place to ensure that the guarantee will be honoured. One way of doing this would be for the consumer to buy an insurance-backed guarantee linked to the Deposit and Advance Payment Insurance Scheme described in section 6.3 above.

Members may offer consumers a guarantee that the output of the system will not fall by more than a certain amount from the predicted level. (For example, the guarantee could say that 'output

should be no less than 80% of the predicted output over a year'.) If they do so, members must make clear what the conditions of the guarantee are.

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

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

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

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

8.2 Fuel supplies

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

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

8.3 Maintenance and service agreements

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

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

8.4 Service and repair

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

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

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

9. In case of problems

9.1 Consumer complaints procedure

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

This scheme has been set up with the intention of providing a means of complaint resolution that should be cheaper, faster and more effective than court action. Nothing in this Code prevents the consumer from seeking a legal remedy to their complaint, if they consider this to be the more appropriate action.

If a consumer wants to complain about the standard of service they have received, or about any other aspect of the contract, they should use the following procedure:

- the consumer must tell the member he or she agreed the contract with about any complaint they have as soon as possible, and no later than three months, after they have first noticed the problem;
- as soon as reasonably possible after receiving the complaint, and at most within 20 working days from receiving the complaint, the member will arrange to inspect the system.
- where a consumer is without heating or hot water as a result of the situation that has led to the complaint, the member will arrange to inspect the system within 24 hours of receiving the complaint;
- the member will consider the details of the complaint and report the findings clearly to the consumer within seven working days from this inspection (if there is a possible safety issue arising from the complaint, the member will report back as a matter of urgency);

- the member will try to find an agreed course of action to resolve the complaint speedily and effectively to the consumer's satisfaction;
- if the consumer is not satisfied with the remedy offered by the member, they may notify the scheme administrator using this [complaint form](#);
- the scheme administrator will log the complaint and acknowledge receipt of the notification within three days;
- the scheme administrator will contact the member to request a report on the situation;
- the scheme administrator will request the member to explain how they intend to resolve the complaint speedily and effectively;
- if a complaint cannot be sorted out through the above procedure, the member or consumer can use the conciliation service set out in section 9.2, below;
- members will not take action through the courts without first trying to solve the problem through the conciliation service, except in the way expressly set out in this section.

The consumer may use a consumer representative or observer to help deal with a complaint. In this case, members must co-operate fully with this person. In the event that the complaint is of a technical nature the scheme administrator will seek the consumer's consent for the details to be shared with the relevant MCS certification body and the relevant trading standards department.

9.2 Conciliation service

The scheme offers a conciliation service that can be used in the unlikely event of complaints not being sorted out amicably between the two sides. This service aims to reach a non-legal solution to the dispute in a reasonable timescale. It is also available to trading standards departments, consumer advice centres, citizens' advice bureau and similar organisations to help them sort out any complaints involving a member. There is no extra charge for using this service. Members will always agree to use it if a consumer wants to do so. The conciliation process will work as follows:

- anyone wanting to use the service will enter the details of the matter on the [conciliation form](#) (they should then send the form to the scheme administrator);
- members should arrange for someone to help vulnerable consumers to fill in the form);
- within seven working days the scheme administrator will inform the other people identified in the form as being involved in the dispute;
- those people will send any relevant information to the scheme administrator as soon as possible, but in any event within 10 working days;
- the scheme administrator will appoint a suitably-qualified independent expert (or experts) to consider the matter (this person may or may not be linked to the panel);
- the independent expert will review the written evidence in the light of the consumer protection legislation in force, and may discuss the details and possible solutions with the people involved;

- if convenient for both parties, a face-to-face or 'proximity' mediation process will be arranged;
- after considering all the evidence, either written or from the mediation session, the expert will recommend what he or she believes to be a fair and workable resolution of the complaint;
- both sides will do their best to comply with the conciliator's recommendations which will be put into practice and the complaint closed without recourse to any further action;
- if the conciliator's advice is not acceptable to either side, they must explain why to the scheme administrator.

9.3 Independent arbitration

In exceptional cases in which the conciliator's advice is not acceptable, either side has the right to ask for the matter to be referred to the independent arbitration service. Neither side is required to refer the dispute to independent arbitration, and may choose to deal with the matter in other ways, including taking legal action. However, if the consumer requests that the matter be referred for arbitration, the member must accede to the request.

The scheme administrator will appoint a suitably-trained independent expert (the 'independent arbitrator') to carry out the arbitration process. The arbitration process will work as follows:

- if possible, both sides should first have gone through the conciliation service (as described in section 9.2, above), though this is not an absolute requirement of the arbitration scheme;
- if a dispute is referred to the independent arbitrator, both will pay an initial fee equivalent to the County Court Fee (this fee will be refunded to the consumer if the independent arbitrator finds in his or her favour, or recommends it);
- the forms and other documents, including a summary report, from the conciliation process will be sent to the independent arbitrator;
- the independent arbitrator will give both sides the opportunity to provide evidence to back up their case and decide whether a site visit or product tests are required, and how they will be funded;
- any further costs will be explained to both sides and divided between them, as the independent arbitrator may decide;
- after considering all the evidence, the independent arbitrator will send the decision to both sides and the scheme administrator.

An award made under the independent arbitration service shall be final and binding on both the consumer and the member. They may only challenge it only on certain limited grounds under the Arbitration Act 1996. If the arbitrator makes a decision in favour of the consumer, the member must refund the fee in addition to any award that may be made.

9.4 Disciplinary procedures

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

If any member is suspected of not following the Code, the panel will investigate the matter quickly and fairly. The panel may appoint a subcommittee (the 'Non-compliance Panel') to monitor cases. At least half of the members of the subcommittee will be independent, as will the chair. The panel may arrange a special meeting of the non-compliance panel in cases where it appears that a member has not complied with an aspect of the Code.

The procedure for handling cases where members are suspected of not having complied with the Code is as follows.

Evidence that a member has broken the Code may come from:

- complaints from consumers;
- an analysis of conciliation and arbitration outcomes;
- the results of compliance monitoring, customer satisfaction or mystery shopping; or
- information provided by us or the scheme administrator.

The Non-compliance Panel will investigate the case within 20 working days of the scheme administrator being told about it.

The Non-compliance Panel will recommend the action to be taken according to (d) to (h) below, and tell both sides and the scheme administrator.

The Non-compliance Panel will tell both sides if the Code has not been broken.

If there has been a minor incident, the Non-compliance Panel will give the member advice on how to put right any fault and prevent it from happening again.

If there is a more serious incident, the Non-compliance Panel will take the action described in (e) above and issue a written warning.

A severe incident, or three or more written warnings (the third being a final warning), may lead to suspension of membership of the Code. In these cases, the Non-compliance Panel will tell the company what they must do to restore their membership within a certain timeframe.

If the member is required to be re-audited, the member will be expected to pay a reasonable fee for this that will cover the costs of the auditor's time.

Should the organisation's membership be restored in this way, the Non-compliance Panel will closely monitor the future behaviour of the company for a given period known as 'the probation period'.

In extreme cases, including cases of gross misconduct, of persistently failing to follow the Code and to sort out any problems, of taking any action that would damage the scheme's reputation, of failing to pay the membership fee within a reasonable time of being invoiced or of making a false declaration on joining the scheme, members may be expelled from the scheme.

If the member is not satisfied with the outcome of these proceedings, the member may appeal against the decision. The panel will appoint an independent expert to hear the appeal. Members

who decide to appeal against a decision will have to pay a fee, which will be refunded if the appeal is upheld. A member that is suspended from the Scheme will still be expected to participate in the conciliation and arbitration processes if the dispute was pre-existing and had been notified to the scheme administrator.

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

- stop describing themselves as being a member of the scheme;
- stop using the REAL Assurance Scheme logo; and
- not hold themselves out in any way as being connected with the scheme.

9.5 Completing the contract

In cases where contracts are not completed, for example because the member has gone into receivership, administration or bankruptcy, the consumer may contact the scheme administrator to ask for the remaining work to be completed. The arrangements for refunding any deposit or advance payment to the consumer are set out in section 6.3 above.

In these cases, the scheme administrator will contact the member or official receiver to find out the facts. If it is confirmed that the consumer needs help to complete the contract, the scheme administrator will work out the design status, the availability of the goods needed, and the funds and goods available from any deposit or advance payment made by the consumer in line with section 6.3 above.

The scheme administrator will then use its best efforts to find another member who is prepared to complete the contract, if possible under the conditions of the previous contract or, if not, under any other conditions that may be agreed with the consumer. If possible, the scheme administrator will put forward another member within 20 working days of being informed.

10. Monitoring performance

The scheme administrator will assess how effective the Code is in delivering higher standards to consumers. The scheme administrator will carry out the following monitoring and auditing measures, and report the results to the panel:

assess feedback from consumers obtained through consumer satisfaction surveys;

analyse cases it is aware of in which members have not kept to the Code;

carry out regular audit compliance checks of members' performance;

analysis of conciliation and arbitration cases; and

carry out 'mystery shopping' exercises to judge members' performance.

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

Attachments

A Glossary and definitions

This document uses the following definitions.

advertisement	Any form of representation including oral representations made in connection with a trade or business in order to promote the supply or transfer of goods and services. Such representations could include those made during or after the sale.
agent	An organisation or individual working on behalf of a member of the REAL Assurance Scheme.
applicable standards	Manufacturing, performance, testing and other technical standards or engineering Codes related to supplying, installing, testing or using renewable or small-scale heat and power generators, referred to in this Code or forming part of the Microgeneration Certification Scheme procedures.
appointed arbitrator	The independent organisation described in D7 appointed by the scheme administrator to carry out independent arbitration as defined below.
arbitration	An independent means of binding complaint resolution that is cheaper, faster and more effective than court action
association	The Renewable Energy Association
authorised signatory	Nominated employees who are trained in using the Code and authorised to sign on behalf of a member any quote, commissioning record or other document.
consumer code	The Consumer Code set out in this document, together with any sections, which refer to the Code in the handbooks shown in attachment C4.
conciliation	A service that aims to reach a non-legal solution to a dispute within a reasonable timescale free of charge.
conciliation service	The scheme's conciliation service described in section 9.2 above.
contract	An order accepted by a member for supplying or installing a renewable or small-scale heat and power generator to a consumer, as defined below.
consumer	A private person who seeks to buy or lease goods or services from a business or other provider.
employees	Individuals who are in the paid employment of a company who is a member of the REAL Assurance Scheme.
energy source or convertor	A particular type of renewable or small-scale heat and power generator such as solar heating, wind power or biomass (wood) boilers.

energy generators	Any renewable or low carbon small-scale heat and power generator, at the consumer's premises. (This may include systems mounted on the roof or the structure of a building, or those mounted nearby within the consumer's grounds.)
goods	Equipment or hardware forming part of a renewable or low carbon small-scale heat or power generator.
guidance	Guidance for members or consumers provided from time to time by the scheme administrator.
independent arbitration	The independent arbitration procedure described in section 9.3.
installer	An organisation or person installing a renewable or low carbon small-scale heat and power generator in or at the property of a consumer, as defined above.
installer certification	The MCS installer standard set up to show that listed installers have the ability and expertise to fit, test and commission renewable and small-scale heat and power generators to the standard set out in relevant government programs.
listing certificate	The document given to a company to confirm they have been accepted onto the scheme, showing any specific technologies or energy sources covered.
logo	The scheme's listed mark, shown on the cover sheet of this document, which must be used by companies who are members of the scheme.
member	Any registered member of the scheme.
panel	The panel appointed to monitor the development of the Code, at least half of whose members, including the chair, will be independent of the industry.
product	An item of hardware forming part of a renewable or low carbon small-scale heat or power generator.
product certification	The MCS product standards that exist to make sure that products are suitable to be installed as renewable or low carbon small-scale heat and power generators, as required by relevant government programs.
the property	The premises where the renewable or low carbon small-scale heat and power generator has been or will be installed.
the scheme	The REAL Assurance Scheme as described in section 2.2.
scheme administrator	Renewable Energy Assurance Limited, the organisation we have appointed to run the scheme.
Scheme sponsor	The Renewable Energy Association is the Scheme sponsor
scheme website	The internet site, www.realassurance.org.uk , where details of the scheme, including the Code, are published.

B Types of renewable energy sources or convertors

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

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

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

C References to other relevant documents.

Most of these documents are available on the website (www.realassurance.org.uk). They will be updated from time to time. Those marked with an asterisk are being developed and will be placed on the website as soon as they have been finalised.

C1. Guidance on using the REAL Assurance Scheme logo and other marks*

C2. Guidance on presenting performance estimates

C3. Guidance on Feed-in Tariffs

C4. Guidance to help consumers choose renewable and low carbon small-scale heat and power generators <http://www.realassurance.org.uk/consumer-guide>

C5 Guidance on protection of deposits and advance payments*

C6 Model contract

http://www.realassurance.org.uk/pdf_real-model-contract.pdf

C7 Training on consumer protection legislation*

C8 Guidance on the Deposit and Advance Payment Insurance Scheme*

C9 Guidance on MCS installer certification

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

C10 Guidance on MCS product certification

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

C11 The laws, guidance and codes that apply

Arbitration Act 1996

British Code of Advertising and Sales Promotion

Business Names Act 1980

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

Companies Act 1980

Consumer Protection Act 1987

Consumer Protection (Distance Selling) Regulations 2000

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

Data Protection Act 1998

Direct Selling Association Consumer Code

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

Misrepresentation Act 1967

Ofcom Consumer Code

PhonePayPlus Consumer Code

Sale and Supply of Goods to Consumers Regulations 2002

Sale of Goods Act 1979

Supply of Goods and Services Act 1982
Trade Descriptions Act 1968
Unfair Terms in Consumer Contracts Regulations 1999 (More details on these Acts and Regulations can be obtained from Consumer Direct: <http://www.consumerdirect.gov.uk/>)

C12

Details of cooling off periods required in relevant legislation

Consumer Protection (Distance Selling) 2000 Regulations (as amended) and E-Commerce Regulations 2002 – for goods purchased by telephone, mail order, fax, digital TV, the Internet, consumers have the unconditional right to cancel an order seven working days after receipt of the goods.

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

D Contact details and links to other organisations

The scheme sponsor

Renewable Energy Assurance Limited
Capital Tower
91 Waterloo Road
London SE1 8RT
Tel: 020 7925 3570
Fax: 020 7925 2715
E-mail: info@r-e-a.net
Website: www.r-e-a.net

The scheme administrator

Renewable Energy Association
Capital Tower
91 Waterloo Road
London SE1 8RT
Tel: 020 7981 0850
Fax: 020 7925 2715
E-mail: info@realassurance.org.uk
Website: www.realassurance.org.uk

Consumer protection organisations and agencies

Consumer Focus

4th Floor, Artillery House,
Artillery Row
London SW1P 1RT
Tel: 020 7799 7900
Fax: 020 7799 7901
Email: contact@consumerfocus.org.uk
Website: www.consumerfocus.org.uk

Trading Standards Institute

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

Office of Fair Trading

Fleetbank House
2-6 Salisbury Square
London EC4Y 8JX
Tel: 08457 22 44 99
Fax: 0207 211 8800
E-mail: enquiries@oft.gsi.gov.uk
Website: www.oft.gov.uk

Office of Gas and Electricity Markets (Ofgem)

9 Millbank
London SW1P 3GE
Tel: 020 7901 7000
Fax: 020 7901 7066
Email: consumeraffairs@ofgem.gov.uk
Website: www.ofgem.gov.uk

Advertising Standards Authority

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

Office of Communications (Ofcom)

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

PhonePayPlus,

Clove Building, 4 Maguire Street
London SE1 9HA
Tel: 020 7940 7474
Fax: 020 7940 7456
Email: compliance@phonepayplus.org.uk
Website: www.phonepayplus.org.uk

Consumer Direct

Tel: 08454 04 05 06
Email: info@consumerdirect.gov.uk
Website: www.consumerdirect.gov.uk

Energy, buildings and technical expert organisations

British Standards Institution

British Standards House
389 Chiswick High Road
London W4 4AL
Tel: 020 8996 9000
Fax: 020 8996 7001
Email: cservices@bsigroup.com
Website: www.bsigroup.com

The Carbon Trust

Customer Centre
PO Box 89
Witney
OX29 4WB
Tel: 0800 085 2005

Fax: 020 7170 7020
Email: customercentre@carbontrust.co.uk
Website: www.carbontrust.co.uk

Fax: 020 7654 2460
E-mail: info@est.org.uk
Website: www.est.org.uk

Energy Saving Trust

21 Dartmouth Street
London SW1H 9BP
Tel: 020 7222 0101

Other industry associations

Renewables UK

Greencoat House
Francis Street
London, SW1P 1DH
Phone: 020 7901 3000
Fax: 020 7901 3001
E-mail: info@bwea.com
Website: www.bwea.com

MicroPower Council

37-41 Old Queen Street
London SW1H 9JA
Phone: 020 7393 2752
Email: info@micropower.co.uk
Website: www.micropower.co.uk

Energy Networks Association

18 Stanhope Place
London W2 2HH
Phone: 020 7706 5100
Email: info@energynetworks.org
Website: www.energynetworks.org

Energy Retail Association

1 Hobhouse Court
Suffolk Street
London SW1Y 4HH
Email: info@energy-retail.org.uk
Website: www.energy-retail.org.uk/

MCS Accreditor and Licensee

UK Accreditation Scheme (UKAS)

21-47 High Street,
Feltham,
Middlesex. TW13 4UN
Tel: 020 8917 8400
Fax: 020 8917 8500
Email: info@ukas.com
Website: www.ukas.com

Gemserv Ltd

10 Fenchurch Street
London EC3M 3BE
Tel: 020 7090 1000
Fax:
Email: info@gemserv.com
Website: www.gemserv.com
<http://www.microgenerationcertification.org/>

Accredited MCS Installer Certification Bodies

Action Renewables

(Northern Ireland and Republic of Ireland only)

The Innovation Centre, NI Science Park

Queens Road

Belfast

BT3 9DT

Tel: 0808 141 2020

Email: info@actionrenewables.org

Website:

<http://www.actionrenewables.org/site/home.asp>

Building Research Establishment

(BRE Ltd)

Bucknalls Lane,

Watford WD25 9XX

Tel: 01923 664000

E-mail: enquiries@bre.co.uk

Website: www.bre.co.uk

CORGI Services Ltd

1 Elmwood, Chineham Park

Crockford Lane, Basingstoke,

Hampshire

RG24 8WG

Tel: 0800 915 0480

Email: mcs@trustcorgi.com

Website: <http://www.trustcorgi.com>

NAPIT

4th Floor, Mill 3

Pleasley Vale Business Park

Email: info@napit.org.uk

Website: www.napit.org.uk

Tel: 0845 543 0330

Fax: 0845 543 0332

HETAS

Orchard Business Centre

Stroke Orchard

Gloucester

GL52 7RR

Tel: 0845 6345626

Email: mcs@hetas.co.uk

Website: <http://www.hetas.co.uk>

NICEIC Group

Warwick House

Houghton Hall Park

Houghton Regis

Dunstable

LU5 5ZX

Tel: 0870 013 0382

Fax: 01582 539090

Email: mcs@niceic.com

Website: www.niceic.com

EC Certification

(incorporating ELECSA)

Mansfield Business Centre

Ashfield Avenue

Mansfield

NG18 2AE

Tel: 0845 634 9043

Email: microgeneration@elecsa.co.uk

Website: <http://www.elecsa.co.uk>

E Our responsibilities

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

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

We will also make sure that our members agree to follow the conditions of the Code. The scheme administrator will publish a list of all scheme members, together with their membership status, on the website located at <http://www.realassurance.org.uk>. We will not allow an organisation who has not been accepted as our member, but who has agreed to follow the Code, to become a scheme member. (We will consider naming any such companies on the website.)

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

Neither we nor the scheme administrator are a party to any contract covered by this Code. Other than providing the services described in the Code, we cannot accept responsibility for the performance of members or non-members in meeting the conditions of a contract. Except as explicitly set out in this Code we, the scheme administrator or the scheme panel shall have no other obligation, duty or liability whatsoever in contract, tort or otherwise. We shall not be liable to you in contract tort or otherwise for any direct loss or loss of revenue, business, contracts, anticipated savings, profits or any indirect or consequential loss however arising. If you have any concerns about this Code then please tell us using the attached feedback form.

We recommend that consumers take great care in deciding which energy generator to purchase, and who will install it. (We have set out further guidance for consumers on what to look for, available on the website at <http://www.realassurance.org.uk>.) The scheme administrator would welcome reports of unusually good or bad experiences with purchasing and installing renewable or small-scale heat and power generators, as described in this Code.

F Index

- Advertising
 - conditons of the Code,
 - Approval (See 'Permissions and approval')
- Arbitration procedure, 15
- Arbitrator, contact details, 25
- Association (See 'Renewable Energy Association')
- Biomass
 - definition, 21
- Cancellation rights
 - after initial period, 9
 - cooling-off period, 9
- Case studies
 - presentation of, 7
- Commissioning record
 - completion and signature, 11
 - delivering it to consumers, 11
- Complaints procedure
 - basic procedure, 13
 - conciliation service, 14
 - independent arbitration, 15
- Conciliation service
 - procedure, 14
- Consumer
 - definition, 19
- Consumer Code
 - members, 4
 - definition, 19
 - independent accreditation, 2
 - main contents, 3
 - purpose, 2
 - training, 4
- Consumer rights
 - in law, 3, 18, 22, 23
 - within the Code, 3
- Cooling-off period (See 'Cancellation rights')
- Credit
 - consumer, 18
- Deposits
 - protection of, 9
 - Energy generators
 - definition, 19
- Energy source,
 - definition, 21
- Environmental protection
 - members' activities, 5
- Equipment ratings
 - units of measure, 6
- Estimates
 - formal quotes, 6
- Guarantees
 - manufacturing, 12
 - of performance, 12
 - solutions under, 12
- Grants
 - obtaining, 7
- High-pressure selling, 5
- Identification
 - evidence to consumers, 5
- Information
 - accuracy of, 5
 - pre-contractual, 8
- Installer accreditation
 - llinks with Microgeneration Certification Scheme and SCHRI, 2
- Installer, definition, 19
- Insurance
 - general conditions, 4
- Listing certificate
 - members' responsibility, 4
 - signature by members, 4
- Logos
 - use by members, 4
- Member, definition, 19
- Part payment (See 'Deposits')
- Payback
 - calculations, 6
 - case studies, 6
- Performance information
 - and predictions
 - for variable renewables, 6
 - in advertising, 5
 - in quotes, 7
 - keeping records on, 7
 - presentation of, 6
 - specific to the premises, 6
 - within the Code, 3
- Permissions, and approval, 7
 - obtaining, 7
- Pricing
 - 'no surprises', 7
- Product certification
 - links with Microgeneration Certification Scheme, 3
- Quality
 - members' activities, 4
- Quotes
 - necessary information, 7
 - submission in writing, 7
- REAL Assurance Scheme
 - definition, 1, 2, 20
 - Consumer Code, 2
 - REALity Check
 - Renewable Energy Assurance Listed mark, 3, 20
- Renewable Energy Association
 - as scheme sponsor, 2, 3
 - contact details, 24
 - description, 2
 - responsibility under the Code, 27
- Renewable energy sources and convertors
 - types of, 2, 21
- Scheme (See 'REAL Assurance Scheme')
- Scheme administrator
 - contact details, 23
- Scheme administrator
 - definition, 2, 20
- Signatory, authorised
 - commissioning record, 11
 - definition, 20
 - notice of, 4
 - quote, 7
- Site survey
 - for performance prediction, 8
 - prior to work on-site, 11
- Source, (See 'Energy sources and convertors')
- Sponsor of the scheme, 3
- Subcontractors
 - following approvals, 9
 - following the Code, 4
- Sustainability
 - Members' activities, 5
- Technical handbooks, 21
 - as part of the Code, 3
 - installation conditions, 11
- Terms of business
 - in quotes, 7
- Timetable
 - agreement to, 10
 - changes or delays, 11
 - related payment terms, 11
- Training
 - about the Code, 5
 - sales, 5

