

# JOINT PROTOCOL BETWEEN CODES APPROVED BY THE CHARTERED TRADING STANDARDS INSTITUTE IN THE MICROGENERATION SECTOR

## DATE

11 April 2016

## PARTIES

- (1) RENEWABLE ENERGY ASSURANCE LIMITED incorporated and registered in England and Wales with company number 05720606 whose registered office is at 25 Eccleston Place, London, SW1W 9NF (**REAL**), administrator of the Renewable Energy Consumer Code (**RECC**).
- (2) THE HOME INSULATION & ENERGY SYSTEMS QUALITY ASSURED CONTRACTORS SCHEME incorporated and registered in England and Wales with company number 07972075 whose registered office is at Astley House, 29 Queens Road, Chorley, Lancashire PR7 1JU (**HIES**).
- (3) GLASS AND GLAZING FEDERATION incorporated and registered in England and Wales with company number 04063012 whose registered office is at 54 Ayres Street, London, SE1 1EU (**GGF**).

## BACKGROUND

- (A) The Parties are code sponsors or administrators of consumer codes approved by the Chartered Trading Standards Institute (**CTSI**) in the microgeneration sector and are signatories to the Memorandum of Understanding (**MOU**) approved by the Consumer Codes Approval Board in relation to the microgeneration sector.
- (B) The MOU records the agreement of the Parties to use independent panels referred to as the Applications Panel, the Non-Compliance Panel, and the Appeals Panel. This is important for the effective operation of multiple Codes in the same sector and to ensure consistency of approach.
- (C) This Protocol records the detailed terms agreed between the Parties as to the appointment and termination of Panel Members, the Panels Secretariat and Chairmen, and payment.

## 1. INTERPRETATION

1.1 In addition to the terms defined above, the following definitions are used in this Protocol:

### **Appeals Panel Chairman**

A Panel Member who acts as chairman of the Appeals Panel in respect of a particular matter. The role of Appeals Panel Chairman is not a permanent appointment and is fulfilled on a case-by-case basis. The Appeals Panel Chairman must not represent an entity involved in the commercial supply or installation of small-scale renewable or low carbon heat or power generators for use in domestic premises.

### **Applicant**

A person, or a corporate or unincorporated body (whether or not a separate legal entity) who has applied to a Party to join its Code.

<b>Chairman</b>	A Panel Member who is appointed to act as permanent chairman of a Panel or Panels. The Chairman must not represent any entity involved in the commercial supply or installation of small-scale renewable or low carbon heat or power generators for use in domestic premises.
<b>Chairman's Letter Of Appointment</b>	The precedent letter of appointment for a Chairman annexed to this Protocol at Annex A, or a letter of appointment in substantially the same terms.
<b>Code</b>	A code approved by the CTSI in the microgeneration sector of which one of the Parties to this Protocol is code sponsor.
<b>Code Member</b>	A member of a Code.
<b>Panel(s)</b>	The independent panels in the microgeneration sector being the Applications Panel, the Non-Compliance Panel and the Appeals Panel.
<b>Panel Member(s)</b>	A member of a Panel or Panels.
<b>Panel Member's Letter Of Appointment</b>	The precedent letter of appointment for a Panel Member (other than the Chairman), annexed to this Protocol at Annex B, or a letter of appointment in substantially the same terms.
<b>Panels Secretariat</b>	A role or office to provide secretariat assistance to the Panels which may be fulfilled by one or more individuals.
<b>Panels Secretariat's Letter of Appointment</b>	The precedent letter of appointment for the Panels Secretariat annexed to this Protocol at Annex C, or a letter of appointment in substantially the same terms.

1.2 Unless the context otherwise requires:

- 1.2.1 Words in the singular shall include the plural and in the plural shall include the singular; and
- 1.2.2 A reference to one gender shall include a reference to the other genders.

## **2. COMMENCEMENT AND DURATION**

- 2.1 This Protocol shall commence on the date when it has been signed by all the Parties and shall continue until any one Party gives to the other two Parties one month's notice to terminate.
- 2.2 In addition to the right of each Party to terminate this Protocol in accordance with clause 2.1, any Party may terminate this Protocol with immediate effect by giving written notice to the other two Parties if any other Party ceases to operate a Code approved by CTSI, or if that other Party's Code ceases to be approved by CTSI (or by any equivalent successor body to CTSI).

### **3. APPOINTMENTS**

- 3.1 The Parties shall each nominate from time to time one senior representative responsible for appointing Chairmen, Panel Members and the Panels Secretariat in accordance with the terms of this Protocol.

#### **Attendance at meetings**

- 3.2 The Parties' nominated senior representatives (and the Chairman where applicable in accordance with 3.4 below) shall meet from time to time (and as often as required in accordance with 3.11 or 3.12 below) for the purpose of appointing or re-appointing the following in accordance with the terms of this Protocol:

3.2.1 Chairmen to serve on the Applications Panel and the Non-Compliance Panel;

3.2.2 Panel Members to serve on:

- (a) the Applications Panel;
- (b) the Non-Compliance Panel;
- (c) the Appeals Panel; and
- (d) the Appeals Panel as Appeals Panel Chairman (which is not a permanent appointment); and/or

3.2.3 the Panels Secretariat.

- 3.3 The Parties' nominated senior representatives shall attend and vote at all meetings arranged for the purposes of appointing Chairmen and Panel Members.

- 3.4 The Chairman of either the Applications Panel or the Non-Compliance Panel shall attend and vote where the purpose of the meeting is to appoint:

3.4.1 Panel Members to the Panel in respect of which he is Chairman; or

3.4.2 the Panels Secretariat; or

3.4.3 a replacement Chairman for the Panel in respect of which he is outgoing Chairman, provided as outgoing Chairman he has been invited by all of the Parties acting unanimously to attend and vote on his replacement.

- 3.5 A Party's nominated senior representative may be accompanied to any such meeting by other representative(s) from that Party, but any such other representative is not permitted to vote in relation to any decision.

- 3.6 Meetings may take place in person, or by conference call, or may make use of other communications technology.

#### **Voting and decision-making**

- 3.7 Decisions will be reached by a vote on the basis of a simple majority.

### **Terms of appointment**

- 3.8 Once a decision has been taken to appoint a Chairman or Panel Member or Panels Secretariat, the Parties shall jointly issue a Chairman's Letter of Appointment or Panel Member's Letter of Appointment or Panels Secretariat's Letter of Appointment (as appropriate) to the appointee.
- 3.9 Each Panel Member or Chairman or Panels Secretariat shall be jointly appointed by the Parties.

### **Pool for the Panels**

- 3.10 The Parties shall ensure that they have appointed a pool of at least fourteen Panel Members and Chairmen as follows:
- 3.10.1 at least seven Panel Members (including the Chairman) appointed primarily to sit on the Applications Panel; and
- 3.10.2 at least seven Panel Members (including the Chairman) appointed primarily to sit on the Non-Compliance Panel.
- 3.11 Should the pool of Panel Members for either the Applications Panel or the Non-Compliance Panel fall below seven, the Parties' nominated representatives shall meet as soon as reasonably practicable to appoint or re-appoint a Panel Member.
- 3.12 Should the role of Chairman of the Applications Panel or Chairman of the Non-Compliance Panel fall vacant, the Parties shall meet as soon as reasonably practicable to appoint or re-appoint a Chairman.
- 3.13 Whilst Panel Members are appointed primarily to sit on either the Applications Panel or the Non-Compliance Panel, the Parties agree that any Panel Member may sit on any of the Applications Panel, Non-Compliance Panel, or Appeals Panel.

## **4. APPLICATIONS PANEL**

- 4.1 The Panel Member's Letter of Appointment sets out the expected standards for a Panel Member appointed primarily to sit on the Applications Panel.
- 4.2 Each Party agrees that:
- 4.2.1 it may refer applications to the Applications Panel in the circumstances described in that Party's bye-laws or scheme rules; and
- 4.2.2 decisions of the Applications Panel in relation to applications from an Applicant shall be binding on each Party.

## **5. NON-COMPLIANCE PANEL**

- 5.1 The Panel Member's Letter of Appointment sets out the expected standards for a Panel Member appointed primarily to sit on the Non-Compliance Panel.
- 5.2 Each Party agrees that:
- 5.2.1 it will refer disciplinary matters against Code Members to the Non-Compliance Panel in the circumstances described in that Party's bye-laws or scheme rules; and

5.2.2 that decisions of the Non-Compliance Panel shall be binding on them, whether they were the Party that referred the matter to the Non-Compliance Panel or not, subject only to the right of the Code Member to appeal to the Appeals Panel.

## **6. APPEALS PANEL**

6.1 The Panel Member's Letter of Appointment sets out the expected standards for a Panel Member requested to sit on the Appeals Panel.

6.2 The Panel Members serving on the Appeals Panel shall be drawn from a pool of fourteen, consisting of the Panel Members appointed to the Applications Panel and the Non-Compliance Panel.

6.3 The Panel Members serving on the Appeals Panel in relation to any particular matter shall not have served as a Panel Member of the Non-Compliance Panel or the Applications Panel in relation to the Code Member whose case is to be determined by the Appeals Panel.

6.4 The Appeals Panel Chairman for any particular matter:

6.4.1 shall be appointed by the Party that referred the matter under appeal to the Non-Compliance Panel; and

6.4.2 shall be any one of the Panel Members, provided he has not served as a Panel Member or Chairman of the Non-Compliance Panel or Applications Panel in relation to the Code Member whose case is to be determined by the Appeals Panel.

6.5 Each Party agrees that decisions of the Appeals Panel shall be binding on them, whether they were the Party that originally referred the matter to the Non-Compliance Panel or Appeals Panel or not.

## **7. REVIEW OF PERFORMANCE**

7.1 The Parties shall each nominate from time to time one senior representative responsible for reviewing the performance of the Chairmen and for receiving reports from the Chairmen on the performance of the Panel Members and Panels Secretariat.

7.2 The Parties' nominated senior representatives shall meet from time to time (and no less than once per calendar year) for the purpose of reviewing the performance of the Chairmen and receiving reports from the Chairmen on the performance of the Panel Members and the Panels Secretariat. The Chairmen shall attend such part of these meetings where the performance of the Panel Members and Panels Secretariat is being discussed.

7.3 Such reviews shall be carried out taking into account the obligations and responsibilities of the Chairmen, Panel Members and Panels Secretariat, as detailed in the relevant Letter of Appointment.

7.4 The Parties agree that it is not their role, and that they shall not, interfere with decisions made by the Panels as part of reviewing the performance of the Chairmen, Panel Members or Panels Secretariat.

## **8. TERMINATION OF APPOINTMENT**

- 8.1 The provisions of this clause 8 shall apply in relation to the termination of appointment of Chairmen, Panel Members and the Panels Secretariat.
- 8.2 The appointment of a Chairman may be terminated:
- 8.2.1 with immediate effect where the Parties unanimously agree following a review of performance conducted in accordance with clause 7 above that this is necessary due to the performance of the Chairman falling below the expected standards detailed in the Chairman's Letter of Appointment;
  - 8.2.2 with immediate effect, or on such notice as is otherwise agreed, where the Parties mutually agree with the Chairman that this is desirable;
  - 8.2.3 automatically where the term of the Chairman's appointment has come to an end without re-appointment;
  - 8.2.4 upon one month's notice from the Chairman to the Parties; or
  - 8.2.5 upon one month's notice given jointly from the Parties to the Chairman.
- 8.3 The appointment of a Panel Member may be terminated:
- 8.3.1 with immediate effect where the Chairman of the relevant Panel to which the Panel Member is primarily appointed and each of the Parties unanimously agree following a review of performance conducted in accordance with clause 7 above that this is necessary due to performance of the Panel Member falling below the expected standards detailed in the Panel Member's Letter of Appointment;
  - 8.3.2 with immediate effect, or on such notice as is otherwise agreed, where the Parties mutually agree with the Panel Member that this is desirable;
  - 8.3.3 automatically where the term of the Panel Member's appointment has come to an end without re-appointment;
  - 8.3.4 upon one month's notice from the Panel Member to the Parties; or
  - 8.3.5 upon one month's notice given jointly from the Parties to the Panel Member.
- 8.4 The appointment of the Panels Secretariat may be terminated:
- 8.4.1 with immediate effect where the Chairmen of the Applications Panel and the Non-Compliance Panel and each of the Parties unanimously agree following a review of performance conducted in accordance with clause 7 above that this is necessary due to performance of the Panels Secretariat falling below the expected standards detailed in the Panels Secretariat's Letter of Appointment;
  - 8.4.2 with immediate effect, or on such notice as is otherwise agreed, where the Parties mutually agree with the Panels Secretariat that this is desirable;

- 8.4.3 automatically where the term of the Panels Secretariat's appointment has come to an end without re-appointment;
- 8.4.4 upon one month's notice from the Panels Secretariat to the Parties; or
- 8.4.5 upon one month's notice given jointly from the Parties to the Panels Secretariat.

## **9. PAYMENT FOR PANELS**

- 9.1 The Party which refers a matter to a Panel shall be liable to pay all of the costs associated with that matter, including payment for the Chairman, Panel Members' and Panels Secretariat's time, and any establishment or administrative costs.
- 9.2 Should the Parties be unable to agree which Party referred a matter to a Panel, or where the Parties are unable to agree on the proportion of costs they should bear in the case of a joint referral, the decision of the Chairman of the relevant Panel shall be binding in relation to which Party should bear the costs, and in what proportion.
- 9.3 Nothing in this clause 9 prevents a Party from seeking its costs from a Code Member or Applicant should this be permitted in accordance with that Party's bye-laws or scheme rules.

## **10. NOTICES**

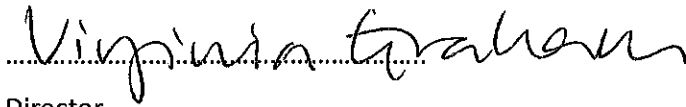
- 10.1 Any notice given to a Party under or in connection with this Protocol shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office.
- 10.2 Any notice shall be deemed to have been received:
  - 10.2.1 if delivered by hand, on signature of a delivery receipt;
  - 10.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9:00am on the second working day after posting.
- 10.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **11. GENERAL**


- 11.1 No variation of this Protocol will be effective unless it is in writing and signed by each Party to this Protocol.
- 11.2 A person who is not a party to this Protocol will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.3 This Protocol is governed by the law of England and Wales and each Party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter.

This Protocol has been entered into on the date stated at the beginning of it.

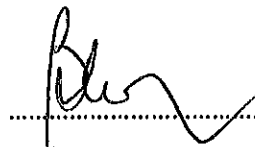
Signed by VIRGINIA GRAHAM  
for and on behalf of RENEWABLE ENERGY  
ASSURANCE LIMITED, administrator of the  
Renewable Energy Consumer Code (RECC)

  
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Director

Signed by TONY ALLEN  
for and on behalf of THE HOME INSULATION  
& ENERGY SYSTEMS QUALITY ASSURED  
CONTRACTORS SCHEME

  
.....  
Director

Signed by BRIAN SMITH  
for and on behalf of GLASS AND GLAZING  
FEDERATION

  
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Director