**Document Version Control**

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| --- | --- | --- | --- |
| **Version** | **Date** | **Author** | **Rationale** |
| 1.0 | 19/06/2015 | MC | Version control introduced to Guidance & Model Documents. |
| 2.0 | 18/07/2016 | CM | Document reviewed. |
| 3.0 | 19/09/2017 | CM | Substantive change to reflect new MIS 3005 V5 |
| 3.1 | 17/12/2020 | VG | Very small change to add Company registration and VAT numbers and remove reference to Green Deal. |

**Heat pumps**

**Model Quotation and Order Form**

**Contracts agreed after full survey (customer journey 1)**

Guidance and notes to installer in RED text. Suggested wording and presentation in BLACK text.

**Please note:** If you are **not** using the model covering letter of the proposal pack, but only the model quotation and/or performance estimate, you must still ensure that the consumer is provided with the substantive information contained in the model covering letter before asking them to sign a contract.

**THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013:** All RECC members have an obligation to make sure that they comply with the new Consumer Contracts Regulations where applicable. **Please note:** the definitions of ‘home selling’ and ‘distance selling’ have changed and your business is likely to be affected.

**DEFINITION OF AN OFF-PREMISES CONTRACT: T**he ***Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*** apply when a consumer is asked to sign a contract during a sales visit to their home, elsewhere or away from the Code member’s trade premises in the presence of a representative of the Code member. Under these circumstances the sale is defined as an ‘off-premises contract’.

**Please note:** this law will apply in other circumstances *even if the contract is agreed* *after* *the home visit* (or after a meeting away from the business premises).

If the regulations apply to your business then you must, by law, follow all instructions for ‘off-premises contracts’ in this document (indicated as ‘Note For Home Sellers’) or make sure your pre-contractual information complies with the legislation in some other way. For more information about the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations see the RECC guidance document: **https://www.recc.org.uk/member**

**Note for Home Sellers:** the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 contain strict rules about what information you must give customers. While every attempt has been made to make this quote document compatible with those regulations, all RECC members must ensure their own compliance. Your company may not be able to claim costs incurred if it fails to comply fully with the new Regulations.

[Insert Company name and address[[1]](#footnote-1)]

[Insert Company registration and VAT numbers]

[Insert Consumer name and site address]

**Job reference Number:** [xxxx] **Date:** [xx/xx/xxxx]

## Quotation

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of goods and services[[2]](#footnote-2)** | | **Quantity** | **Total** |
| **Goods** | |  |  |
| Heat pump | |  |  |
| Ground loop [if applicable] | |  |  |
| Cylinder [if applicable] | |  |  |
| Heat meter [if applicable] | |  |  |
|  | |  |  |
|  | Sub total (ex VAT) | |  |
|  | VAT@ 5.00% | |  |
| **Services** | |  |  |
| Ground works [if applicable] | |  |  |
| Design and installation | |  |  |
| Testing and commissioning | |  |  |
| MCS Registration | |  |  |
| EPC Assessment [if applicable] | |  |  |
|  | Sub-total (ex VAT) | |  |
|  | VAT@ 5.00% | |  |
|  | GRAND TOTAL (inc VAT) | |  |

This quotation is valid for: 30 days

**Please note:** Microgeneration Installation Standard MCS 001 states that a contract for the sale and installation of a system shall be entered into only between a MCS certified company and a customer. You must be MCS certified to install heat pumps before you can agree this sale.

**Note for Home Sellers: if you are acting on behalf of another trader then include the following sentence:**

**We are acting on behalf of: [insert company name] of [insert company address].**

**Please note**:under MCS 3005 (V5) you can invite customers to agree contracts prior to the full design survey. This model document is for quotes issued ***after*** full design survey only.

**Include the following text:**

1. This quotation has been prepared following a site visit and formal site survey
2. If you request changes that will involve us in additional time or cost, or if unforeseen additional works are required, we will provide you with a revised quote. Any additional charges will be based on the installers’ hourly or daily rate of £[xx][insert].
3. You may have additional costs to pay for planning permission, building control fee and /or a Structural Engineers Survey and/or EPC Assessment [delete if not applicable].
4. This quote excludes [insert details of any other items excluded from quoted price that the customer might have to pay for].
5. We enclose a copy of [company names] terms of business/ contract with this quote. Please read this carefully.

**Performance estimate**

We have estimated that this system will produce [insert figure from predicted performance sheet here] kWh a year. Please see the attached ***MCS Heat Pump System Performance Estimate***[[3]](#footnote-3)**. That estimate is based on your EPC and a formal site survey.**

**Sub-contracting installation Works** [if applicable]

[Company name] will subcontract [insert details of works] to [name of contractor]. In accordance with the Renewable Energy Consumer Code, [company name] is responsible for ensuring that all sub-contracted works are carried out to standards required by MCS and RECC.

**PAYMENT TERMS**

|  |  |
| --- | --- |
| **Payment Terms** | £ |
| Payment 1: Deposit (maximum 25% of the total sum inc VAT) payable on confirmation of order (delete if not applicable) |  |
| Payment 2: Further advance payment payable 14 days prior to installation (Payments 1 + 2 will be a maximum of 60% of total sum inc. VAT) (delete if not applicable) |  |
| Payment 3:  Balance payable on commissioning |  |

**ACCEPTING THIS QUOTATION**

**To accept this quotation please sign and return the Order Form overleaf to** [insert company details]together with your deposit payment. Thank you for your order.

When we have received your deposit we will contact you to arrange delivery and installation dates.

**Please note**: Members must ALSO include with the quote:

* MCS Heat Pump System Performance Estimate as detailed in 4.2.16 of MIS 3005 (V5)
* terms of business/Terms and conditions/contract (there is a RECC model you can use)
* a cancellation form appropriate to whether the member sells in the home or not (there are RECC models you can use)

**Note for Home Sellers:** by law, you must inform the consumer of, or how to make available, your complaint-handling policy.

**COMPLAINTS**

We hope you won’t have any reason to complain about any aspect of our service. But if you do, please contact us.

**Insert here:** full details of how a consumer can make a complaint OR refer them to your website if your complaints procedure is set out there. You must also include the address for consumer complaints if this is different from your address (or the address of the trader that you are acting for).

**If we cannot resolve the issue, you can take your complaint to RECC. You can read about this here: http://www.recc.org.uk/consumers/how-to-complain**

[Insert company name and address]

**ORDER FORM**

|  |  |
| --- | --- |
| **Consumer name:** |  |
| **Site address:** |  |
|  |  |
|  |  |
|  |  |
| **Reference Number:** |  |
| **Date of Quote:** |  |

**To accept the quotation please sign and return this page to** [insert company details]

We / I agree to the quotation and confirm the order for the products and installation services specified.

We / I agree to the total cost and payment terms set out above.

We / I have read and agree to abide by [company name] Terms and Conditions provided with the quotation

|  |  |
| --- | --- |
| Name: |  |
| Signature: |  |
| Date: |  |

You can pay by BACS bank transfer, debit or credit card to [insert company details].

**Cancellation period and your right to cancel**

**Note for all members:** *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* have changed the definition of ‘selling in the home’. See ‘Definition of Selling in the Home’ at the start of this document.

**Members who agree ‘off-premises’ or ‘distance’ contracts:** should use the text (in black) immediately below. **Members who are sure this legislation does *not* apply:** should see Cancellation for Members Using ‘On-Premises’ Contracts on page 7.

You have the right to cancel this contract during the ‘cancellation period’ without giving any reason.

**The cancellation period lasts 14 days will starts on the day the last part of the goods relating to the contract is delivered to you**. You can also cancel the contract without penalty before any of the goods are delivered.

To exercise the right to cancel, you must inform us **[Insert company name, geographical address, telephone number, fax number and e-mail address]** of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

If you cancel within the cancellation period, we will return any deposit you may have paid in full. If you cancel after this time, we may have to charge you, based on the actual costs we have incurred by the time you cancel.

**Effects of cancellation within the cancellation period**

If you cancel this contract within the cancellation period we will reimburse to you all payments received from you. If you cancel this contract within the cancellation period but after delivery of some or all of the goods, then we will reimburse to you all payments for delivery charges unless you specifically requested an enhanced delivery costing more than our normal service. In which case we will only reimburse the price of our normal delivery charges.

If you cancel this contract within the cancellation period but after delivery of some or all of the goods then:

We will collect the goods from you. [This applies if you have offered to collect the goods *or* if the goods were delivered at the time the contract was agreed.]

Insert **one** of the following paragraphs where applicable:

You may have to bear some or all of the cost of returning the goods. The cost is estimated at a maximum of approximately £ **[insert amount].** [This applies as detailed under paragraph 35 (2) of the legislation.]

**OR**

We will make the reimbursement without undue delay, and not later than:

* 14 days after the day we receive back from you any goods supplied; or
* if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

**Starting the installation before the end of the cancellation period**

Your 14-day cancellation period **starts on the day the last part of the goods relating to the contract is delivered to you**. If you want us to start work sooner for any reason, please be aware that you must ask for this in writing and you should describe why you need the work to start within the cancellation period.

**Please note:** A compliant *‘Express Request’* form is available for customers who consent to the installation starting before the end of the cancellation period. Please download from the members’ area of the RECC site: <https://www.recc.org.uk/member/documents>

Should you later decide to cancel the contract within your 14 day cancellation period, then you will have to pay reasonable charges for goods and services supplied up to the date that you cancel and for making good your property.

**Cancellation for Members Using ‘On-Premises’ Contracts.**

**Note for members who do *not* sell ‘off-premises’:** If you are sure the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* legislation does *not* apply to your business, then you should use this section below:

**Cancellation period and your right to cancel**

You have the right to cancel this contract during the cancellation period without giving any reason.

After signing this contract you have a Cancellation Period of 14 days during which you may cancel the contract without penalty. If you cancel within this time, we will return any deposit you may have paid in full. If you cancel after this time, we may have to charge you, based on the actual costs we have incurred by the time you cancel.

You must cancel in writing, by post or email, to us at the above address. We have provided a cancellation form with this quotation.

We do not normally start any work until the end of your 14 day cancellation period. If you want us to start work sooner for any reason, please be aware that you *must ask for this in writing.* Should you later decide to cancel the contract within your 14 day cancellation period, then you will have to pay reasonable charges for goods and services supplied up to the date that you cancel and for making good your property.

1. You may also insert the Company’s MCS, RECC and TrustMark registration numbers, where applicable. [↑](#footnote-ref-1)
2. If you make a delivery charge you must itemise this separately. [↑](#footnote-ref-2)
3. Heat Pump System Performance Estimate as detailed in 4.2.16 of MIS 3005 (V5). Compulsory estimate available from the MCS website: http://www.microgenerationcertification.org/mcs-standards/installer-standards/heat-pump-systems [↑](#footnote-ref-3)