Version [9]

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Please note:

Members of the Renewable Energy Consumer Code have given a legal undertaking to comply with this Code.

Capitalised words used in this Code have the meanings set out in the Bye-Laws, unless otherwise stated. Key Definitions are also included in the Definitions section of the Code at attachment A.

Please read the disclaimer in attachment E.

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1. Scope and purpose

The Renewable Energy Consumer Code is sponsored by The Association For Renewable Energy And Clean Technology and administered by its subsidiary Renewable Energy Assurance Ltd.

The Code sets out the high standards of consumer protection in marketing, pre-contractual information, quotations, deposits, contracts, guarantees and after-sales service for domestic consumers (referred to as Consumers in this Code).
The Code applies to Code Members who are selling small-scale heat and power generators, whether from renewable or other low carbon sources (referred to collectively as 'Energy Generators' in this Code), and any product connected or linked to the Energy Generator (including Battery storage units and referred to as Related Products in this Code), to Consumers.

The Code extends to Code Members who are leasing Energy Generators and Related Products to Consumers or who are leasing the space Energy Generators and Related Products occupy from Consumers. It also extends to Code Members who are offering to fund some or all of the cost of Energy Generators and Related Products in return for Consumers assigning their right to Government incentive payments to them.

The Code has been designed to help Code Members offer high standards of consumer protection so that Consumers can have the confidence to generate heat and power in their own homes. This will increase Consumers' confidence and Code Members' chances of winning future business. In turn this will promote the sector.

Consumers may not be experts in Energy Generator technologies or Related Products. It is thus essential that Code Members provide Consumers with the information they need to choose the most suitable system for them and to get the best from it. We have also provided guidance for Consumers here.

Consumers have the right to expect that Goods and services supplied by Code Members will perform properly, be fit for their purpose and that they 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 dispute resolution process set out in section 9 below.

The Code aims to reflect best practice in the sector as well as the relevant legal requirements. The requirements set out in this Code are not intended to interpret,

replace or restrict the law. None of the conditions of the Code will affect Consumers' rights under any existing laws. Code Members must comply with the laws intended to protect consumers and govern transactions. (There is a summary of these laws in attachment C below.)

2. Introduction

The importance of Energy Generators and Related Products is growing. There is a wide range of different ways of producing and storing heat and power from renewable or low carbon sources (referred to collectively as 'Energy Sources and Convertors' in this Code and set out in attachment B):

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

Energy Generators and Related Products allow Consumers to generate and store low carbon or renewable electricity or heat, depending on the fuel source. This Code is not technology-specific but applies to all Energy Generator and Related Product transactions between Code Members and Consumers.

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

2.1. The Association For Renewable Energy And Clean Technology

The Association For Renewable Energy And Clean Technology (REA) is the UK's largest trade association for renewable energy and clean technologies, representing members from fourteen sectors who operate across heat, transport, power and the Circular Economy. The REA is a not-for-profit company which sponsors the Code.

2.2. Renewable Energy Assurance Ltd

Renewable Energy Assurance Ltd ("REAL, the Code Administrator") is a wholly-owned subsidiary company of REA which administers the Code. REAL carries out a range of certification and consumer protection activities all of which promote renewable energy and the circular economy.

2.3. Renewable Energy Consumer Code

The Renewable Energy Consumer Code, referred to as the Code, is open to all those businesses active in the small-scale renewable energy generating sector. Any business that has joined the Code is referred to as a 'Code Member'.

The Code is governed by specific Bye-Laws which set out the basis of the relationship between the Code Administrator and Code Members. This Code relates to the contacts Code Members have with Consumers. On joining Code Members must undertake to abide by the Bye-Laws and the Code.

The Code is that which is set out in this document. It covers all the factors that contribute to overall consumer service, including:

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

The Code is approved by the Chartered Trading Standards Institute (CTSI) under the Consumer Codes Approval Scheme (CCAS). The CCAS is facilitated self-regulation that aims to bolster high standards of consumer protection and foster effective customer service. The Code complies with the CCAS 'core criteria' which you can find here.

A Supervisory Panel that may be made up of Code Members, consumer representatives and others with an interest in the sector monitors the content of, and changes to, this Code.

This Code has been designed to dovetail with the MCS Installer Standards described in section 2.4 below.

2.4. The Microgeneration Certification Scheme

The Microgeneration Certification Scheme (MCS) is an important quality assurance certification scheme that sets out technical and process standards for installers of Energy Generators which dovetail with the contractual requirements set out in the Code. The MCS and the Code are thus complementary. The MCS covers both:

- technical and process standards for installers of Energy Generators and Related Products; and
- technical and process standards for Energy Generators.

The MCS is administered by The MCS Service Company Ltd. There are several MCS Certification Bodies accredited by the UK Accreditation Service (UKAS) to carry out certification against the MCS Installer Standards.

Any Code Member who enters into a Contract with a Consumer for the sale and installation of an Energy Generator must be certified to the relevant MCS Installer Standards for the technology types specified in the Contract. The MCS Contractor that enters into a Contract with a Consumer must also create the MCS certificate associated with that installation on its own MCS user account.

Because the Code and the MCS are complementary, all Code Members should be certified, or be working towards certification, to the relevant MCS Installer Standards. Any Code Member that has not achieved certification to the relevant MCS Installer Standards within 3 months of joining the Code, and that has not provided a valid

explanation for not having done so, may have its Code Membership terminated. Code Members that have their MCS certification terminated may also have their Code Membership terminated in line with clause 14 of the Bye-Laws.

2.5. Consumers in vulnerable circumstances

Code Members must put in place a process and training for their Employees, including those working on their behalf, on how to safeguard consumers in vulnerable circumstances. When creating this process, attention should be paid to the Code Administrator's guidance on Consumers in Vulnerable Circumstances (see attachment C below). Code Members must be able to demonstrate that their Employees have been appropriately trained and have followed this process where necessary.

Code Members should take steps to identify whether a Consumer has any additional needs, or who, by way of their circumstances, may be potentially vulnerable, and to deal with them appropriately.

A Consumer may be in circumstances which make them vulnerable for a number of reasons, including as a consequence of their physical or mental health, disability, age, personal circumstances (both short and long term), ability to understand the information they are presented with, illiteracy or if their first language is not English and English is the only language information is available in. Code Members should recognise that vulnerability and additional needs are very much a matter for individual circumstances. Code Members should also recognise that individual characteristics or circumstances can change over time such that consumers may find themselves in vulnerable circumstances at different stages of their contacts with the Code Member.

Where a Code Member has identified a Consumer as potentially being in vulnerable circumstances, they must pro-actively suggest measures which will help the Consumer. All information provided must be tailored to the Consumer, taking account of any apparent vulnerability. Code Members should take special care to ensure that Consumers understand the key documents, including the quotation, the Contract, and the guarantee arrangements. (See the Code Administrator's guidance on Consumers in Vulnerable Circumstances for more information).

Where appropriate, Code Members must seek the involvement of a trusted friend or relative in any contacts they have with the Consumer and arrange for a trusted friend or relative to be present during a visit to the Consumer's home. If this has not been possible, Code Members must re-schedule the visit at a time when a trusted friend or relative is available to be present.

2.6. Using marks and symbols

Code Members are required to display the RECC Logo and the CTSI Approved Code Logo during their period of Code Membership.

Code Members may only use the RECC Logo in relation to Energy Regulators and

Related Products covered by the Code. Code Members may only use the RECC Logo strictly in line with clauses 4.9 and 20 of the Bye-Laws and the latest version of the Guidance on the use of the RECC Logo issued by the Code Administrator from time to time and published on its website here.

Code Members may only use the CTSI Approved Code Logo strictly in line with the latest version of the CTSI's Brand Guidelines which can be found here.

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

3. Following this Code

Code Members must follow this Code and make sure they have a current membership certificate in their possession.

Code Members will take all reasonable steps to promote the benefits of the Code to Consumers and must not mislead them in any way as to their Code Membership. Code Members must inform Consumers they contract with about the Code and provide them with full details of how they can access it. Code Members will make sure that they have access to the latest version of the Code available here.

The latest version of the Code will always be the one on the Code website. They will make sure that all Employees, those individuals they contract with and those who act on their behalf are aware of the legal requirements that apply and of their responsibilities under the Code.

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

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

The Code Administrator may, in certain circumstances, share details of a Code Member or Consumer with the organisations listed in clause 5.5 of the Bye-Laws, including MCS or the MCS Certification Bodies described earlier in this section, CTSI, any code sponsor whose code is approved by CTSI's CCAS, Trading Standards, and Ofgem, or as otherwise required by law or in the interests of consumer protection. The Code Administrator will only share details of a Code Member or Consumer in circumstances that comply with the Data Protection Laws.

4. General business standards

Code Members will not act in any way that might bring the Code into disrepute and will ensure that any individual or organisation they contract with does not act in any way that might bring the Code into disrepute.

Code Members must follow appropriate business practices and procedures to make sure they can meet their responsibilities to Consumers. This includes making sure the business has enough money and other resources to carry out any Contracts with Consumers.

4.1. Delivering services to Consumers

Code Members will not engage in high pressure selling techniques and will ensure that any individual or third-party organisation they contract with does not engage in high pressure selling techniques.

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

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

Code Members must make Consumers aware of any responsibilities they will have as a result of the Contract in question. This includes any requirements on Consumers to provide information and to operate and maintain any Goods provided.

Code Members must ensure that all written information given to Consumers is in plain English. In the case of Consumers in vulnerable circumstances, Code Members are expected to provide extra care and support. See section 2.5 above.

4.2. Record-keeping

Code Members must retain all records, whether electronic or paper-based, relating to a Contract they have signed with a Consumer for a minimum of six years. These records shall include at least the following documents, where relevant:

- survey documents;
- quotations and performance estimates;
- orders, Contracts and / or Leases;
- commissioning checks and handover packs;
- relevant certification documents including MCS and compliance certificates;
- notifications under relevant building regulations or grid operator requirements;
- subcontract agreements for installation work, lead generation and /or sales

representatives.

4.3. Public liability insurance

Code Members must have appropriate insurance to cover potential liabilities to Consumers or third-party damage which may be caused by any of their activities in supplying the specific Energy Generators and Related Products they offer to Consumers. The insurance must be adequate to cover all liabilities which might reasonably be expected to arise from their activities and must not be less than two million pounds for each incident.

Code Members must make easily accessible to Consumers clear and accurate information about the insurance cover they have in place including the extent of the cover, the contact details of the provider and any limits to its territorial coverage.

4.4. Data privacy

Code Members must comply with their obligations under Data Protection Laws in the collection and processing of the personal data of Consumers. Code Members must inform Consumers that information about them may in certain circumstances be passed to the Code Administrator and its auditors as part of the Code administrator's monitoring of their compliance with the Code, and that the Code Administrator may contact them directly. Code Members shall provide the RECC Use of Personal Data Notice to Consumers at the time the personal date is collected.

4.5. Finance

If finance, whether in the form of a personal loan or a hire purchase agreement, is part of a Code Member's offer to a Consumer, then the Code Member must ensure they hold valid, appropriate and up-to-date authorisation and that they conform to all relevant Acts and Regulations that relate to the provision of finance. If Code Members recommend specific finance arrangements to Consumers, it is their responsibility to ascertain the appropriate authorisation which they require to do so. More information is available here.

4.6. Health, safety and sustainable use of energy and resources

Code Members must comply with relevant regulations governing health and safety at work, including those covering working at heights. Code Members must also comply with regulations governing the carriage, storage and disposal of waste, where relevant, and those governing the protection of endangered species. (Some of these are listed in attachment C below.)

As the products covered by this Code are designed to contribute to a more sustainable use of energy and resources, Code Members should work in a way that minimises harm to the environment or to the communities in which they work. Larger companies should consider being accredited to a recognised standard for environmental management and

reporting.

5. Pre-sale activities

5.1. Advertising and sales promotion

Code 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 UK Code of Broadcast Advertising (BCAP Code), the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and the Digital Markets, Competition and Consumers Act 2024. (For further details of relevant Acts and Regulations, see attachment C below.)

All performance claims, testimonials and claims about savings, financial payback or income from Energy Generators or Related Products in Advertisements and sales promotions must be clearly attributed to a reputable source.

Code Members must make sure that any verbal statements and advertising and sales promotion materials do not mislead Consumers in any way and that they do not lead Consumers into taking decisions they otherwise would not have done. Wherever possible, advertising materials should refer to or use this Code to tell Consumers about the Code and about the guidance the Code Administrator has provided; and provide them with copies of it when asked. Where performance information is used in advertising, it must comply with the conditions of section 5.3 below. Code Members must not use the logo in any advertising materials to mislead Consumers in any way.

Any comparisons with other products or companies that Code Members make in their advertising materials must not be deceptive and must be in line with the comparative advertising rules in the Digital Markets, Competition and Consumers Act 2024.

Where Code Members promote their services by direct mail or telephone, they must first check the names against the Mailing Preference Service (MPS) or Telephone Preference Service (TPS) databases for any exclusions. Code Members must not under any circumstances contact Consumers who are registered on these databases. Where they use lists of names for promotional purposes, they must ensure that these will be kept in line with data protection laws.

Code Members whose representatives contact Consumers by telephone must ensure that their representatives comply with best practice at all times, as set out in TPS Assured's guidance on outbound telemarketing best practice . They must:

- provide Consumers with clear and accurate identification at the start of every call;
- not falsely claim to represent the Government or other authority;
- use scripts which are compliant with the Code and the law;
- not cause Consumers annoyance by contacting them repeatedly;
- terminate the contact immediately if the Consumer asks them to do so.

In addition, Code Members who send marketing or advertising messages by any electronic means, such as by telephone, fax, email, text and picture or video message, or by using an automated calling system, must comply with the Privacy and Electronic Communications (EC Directive) Regulations. These regulations also cover the use of telephone directories, cookies, traffic data, location data and security breaches.

5.1.1. Lead Generation

Some Code Members may purchase, or otherwise obtain, sales leads or signed-up Consumers from third party organisations, individuals or lead-generating websites. Code Members who do this are responsible for ensuring that the organisations, individuals or those running the lead-generating websites have been trained in, and have complied with, all the relevant conditions of the Code.

If a Code Member obtains sales leads from any third party, the Code Member must require that the third party complies with all the relevant requirements of the Code, including all Data Protection Laws, and the relevant MCS standards. This must be an explicit condition of any agreement between the Code Member and a third party. The Code Member will be responsible for any non-compliance with the Code by the third party. If they do not comply with the relevant requirements of the Code, the matter will be dealt with as described in the Bye-Laws.

5.2. Behaviour of sales representatives

Code Members will be held responsible for all the actions of their Employees and of those who sell on their behalf. Code Members must make sure that all these people receive suitable training and that any contact they have with Consumers complies with this Code, relevant guidance and the law. 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. Code Members must ensure that any-one visiting a Consumer's home on their behalf shows clear identification. Job titles or descriptions used by sales Employees, representatives and any-one acting on a Code Member's behalf should not be misleading in terms of the holder's qualifications and experience.

Code Members, their Employees and those who sell on their behalf must act with integrity and must respect Consumers' right to privacy and bring any contact to an end immediately if requested to do so. They must answer Consumers' questions honestly and clearly.

Code Members must take steps to identify whether a Consumer has any additional needs, or who, by way of their circumstances, may be potentially vulnerable. (See section 2.5 above for more information on circumstances in which 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.

5.2.1. False or misleading information

Code Members, their Employees and those who sell on their behalf must not give false or misleading information about their business or the product, services or facilities being offered. They must not make any statement that is likely to mislead a Consumer in any way. Providing misleading information is prohibited by this Code and the law. In line with the Consumer Rights Act 2015 any statements or information which the Consumer relies on in making a buying decision are now considered an implied term of the Contract. If such statements or information are false or misleading in any way they are likely to be considered as a breach of contract.

5.2.2. Pressure selling

Code Members, their Employees and those who sell on their behalf must not use any selling techniques designed to pressurise a Consumer into making an immediate decision. These high-pressure selling techniques may be prohibited by law as well as contravening this Code. They include, but are not limited to:

- staying in a Consumer's premises for more than two hours (except in exceptional circumstances which must be recorded, for example when an energy assessment is being carried out);
- offering a Consumer an inflated initial price followed by a discount, or equivalent (for example, additional equipment or monitoring devices for free), for:
    - signing on the day;
    - agreeing to provide testimonials
    - providing customer referrals
    - displaying a board outside their home
    - providing performance monitoring data;
- withholding price information until the end of the visit;
- making unrealistic projections for future inflation rates or energy prices;
- claiming that there is limited availability of the Energy Generator; or
- offering payments over £50 for:
    - agreeing to provide testimonials
    - providing customer referrals
    - displaying a board outside their home.

Code Members, their Employees and those who sell on their behalf are only permitted to offer discounts of more than £200 where:

- the undiscounted price quoted is a genuine price at which the Code Member can show that they have made a significant number of retail sales of Energy Generators; and
- the discounts have been specifically advertised by the Code Member a reasonable time beforehand on the website or in press or other media advertising; and
- the discounted price cannot be confused with the undiscounted price; and
- the discounts apply to every-one irrespective of postcode, region, date, house type or any other limiting factor clearly intended to pressurise a Consumer into signing a Contract.

Code Members, their Employees and those who sell on their behalf, must not follow up sales visits by further visits or telephone calls offering further discounted prices or other information intended to pressurise a Consumer into signing a Contract.

5.2.3. Duration of sales visits

Code Members, their Employees and those who sell on their behalf should keep a record of the length of time they spend in a Consumer's home for all sales visits. This record may be required as evidence, for example in the event of a complaint being registered by a Consumer. A sales visit must not last longer than two hours. If, in exceptional circumstances, a sales visit lasts longer than two hours, the reasons for this must be recorded, but simply recording the reasons will not of itself be a justification for spending more than two hours in the Consumer's home.

5.3. Performance information and predictions

5.3.1. Estimates of performance

It is very important that Code Members, their Employees and those who sell on their behalf do not 'oversell' Energy Generators to Consumers. For this reason, it is essential that Code Members give Consumers in writing, before the Contract is signed, the technical and performance information set out in the relevant MCS Installer Standard and in section 5.4 below. Code Members must present the information in a format that is readily understandable by non-expert readers in line with the guidelines provided by the Code Administrator.

In the case of a sales visit where a Contract is signed in a Consumer's home, Code Members must provide the information in writing during the visit. Code Members must ensure that Consumers have sufficient time to read and understand the information provided before the Contract is signed.

The written estimate must be based on specific performance data for the technology in question as required in the relevant MCS Installer Standard for the individual technology (described in attachment C below) or, in the case of Related Products as required in the relevant guidance, and in section 5.4 below, and be specific to the property in question. Where the estimate is based on some standard or 'average' premises, rather than being specific to the property, Code Members must provide full details of all the assumptions that underpin the data which must be clearly attributed to a reputable source.

Any estimate of performance must include details of Related Products, if any are being supplied, and show separately how they are likely to impact on the way the Energy Generator performs. Calculations based on product information must have 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.

Code Members must keep a record of the information provided to a Consumer during a

sales visit, or on which they rely in any verbal or written statements they make, whether in printed form, on a laptop or in any other format, including all site-specific performance calculations on which they have based predictions of savings or periods of recovery, for 10 years after the Energy Generator has been installed. They must be able to justify the calculations and make them readily available for inspection by the Code Administrator if asked.

5.3.2. Technical site surveys

Code Members should carry out, and pay for, a technical site survey, if possible before a Consumer signs the Contract. If a Code Member does make a charge for carrying out a site survey, then the cost of this must be reasonable in the circumstances, and a written survey report must be provided to the Consumer. Code Members must make the Consumer aware of this cost, and under what circumstances it will be refunded.

Code Members should not carry out a site survey if they have established that a property is clearly unsuitable from preliminary conversations. If a Consumer insists on a site survey being carried out at a property that has been established as clearly unsuitable, it would be reasonable for the Consumer to pay for the site survey.

If a Code Member does not carry out a technical site survey before a Consumer signs the Contract (where this is permitted under the relevant MCS Installer Standard), and in the event the site later proves unsuitable, the Code Member will promptly refund the Consumer's deposit in full.

Code Members must make clear to Consumers whether or not they are carrying out a technical site survey during the visit. Where they are not, Code Members must make clear to Consumers that the performance estimate in their quotation may change following the technical site visit and that, in such a case, they have the right to cancel the Contract with no penalty. As a minimum Code Members must provide Consumers, before they sign the Contract, with the performance information required by the relevant MCS Installer Standard, this Code and the law. (See section 5.4 below for more details about the technical site survey, section 6.2 below for more details about cancellation rights and the Cancellation Period and section 7.1 below for more details about technical designs and drawings.)

5.3.3. Estimates of savings, incentives and periods of recovery

Code Members, their Employees and those who sell on their behalf must ensure that any estimate of savings, periods of recovery ('payback') or other measures of financial effectiveness they provide to Consumers are provided in writing and are based on Consumers' actual energy use and pattern of energy use. Any assumptions that have been made (for example, about future energy prices, interest rates or inflation) must be set out, clearly explained and attributed to a reputable source.

Code Members may, however, provide case studies showing the effectiveness of previous installations, as long as they give full details of the size and type of the Energy

Generator and any related product supplied, the type of property which it was used for, when it was supplied as well as the energy costs (and resale price where appropriate). Such estimates must not mislead the Consumer in such a way as to persuade them to take any action they would not otherwise have done.

Where finance, such as a personal loan or a hire purchase agreement, is part of a Code Member's offer to Consumers, any estimate of savings, periods of recovery ('payback') or other measures of financial effectiveness must take account of monthly repayments as well as of the full amount payable, including interest. Code Members must provide Consumers with clear and accurate information about the terms of the finance including the total amount of any loan, the amount payable each month and the amount of interest payable on the loan. Code Members must not mislead a Consumer in such a way as to persuade them to enter into a finance agreement which they would not otherwise have done.

5.3.4. Variable or unpredictable output

There are extra conditions for Energy Generators whose output is in any way unpredictable, for example, due to climatic effects or fuel variations. In such a case, when presenting performance information, Code Members should, unless the relevant 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 aspect, distance from the measurement location, variations in fuel moisture and quality, and any other factors that apply); and
- follow the technology-specific guidelines on the clear presentation of technical performance information provided by the Code Administrator (described in attachment C below).

5.4. Proposals, estimates and quotations

5.4.1. Proposals

Code Members, their Employees and those who sell on their behalf will provide a Consumer with a proposal which comprises performance and any financial estimates and a detailed quotation before the sale is agreed and the Contract signed. (See section 5.3 above for more details.) The Code Administrator has prepared technology-specific model proposal packs for Code Members' use.

Code Members, when providing a Consumer with an estimate and a quotation for

the sale and installation of an Energy Generator, must describe clearly the Energy Generator and how it will work. They mustalso explain any 'side effects' of the system in terms of noise, heat radiation, electro-magnetic radiation and any other effects. Where Code Members are providing one or more Related Products connected to an Energy Generator they must describe clearly the Related Products and how they will work.

5.4.2. Quotations

Code Members, their Employees and those who sell on their behalf must give a Consumer certain financial information before the sale is agreed and the Contract signed. Code Members will provide a Consumer with a written cost estimate based on the information the Consumer has given them and make clear that the estimates are not definite figures. Code Members will provide a Consumer with a formal quotation in writing, signed by an Authorised Signatory. Code Members will follow a 'no surprises' pricing policy.

Quotations must show:

- an itemised list of all the Goods to be supplied, including any Related Products;
- the price of the Goods and the price of the services to be supplied, shown separately, including the costs of any required safety checks and all taxes payable including VAT;
- an itemised list of all survey, design, installation and other services (if a proposal does not include installation work or is made on the assumption that any installation will be done by the Consumer or an independent person, the Code Member will draw the Consumer's attention to the relevant section of the Consumer guidance referenced in attachment C, 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 Code Member which may result in extra chargeable work not covered by the quote, and hourly or daily rates which would apply in this situation;
- any additional metering and monitoring services the Consumer will be expected to pay for; a timetable for supplying any Goods and carrying out any work at the property;
- business terms, including the payment method and timetable, how long the quote will be valid for and other conditions set out in section 6.1, below;
- completion dates for installing the Energy Generator; and
- the performance estimate in line with the requirements set out in the MCS standards and in section 5.3 above.

When a Consumer receives the final invoice, there should be no unexpected items compared with the quotation, unless they have been agreed beforehand. Prices should be itemised clearly and broken down as far as possible. The quotation must be clear

and easy to understand. Code Members must draw a Consumer's attention to any variations to the original quotation and how these will affect the completion date before the Contract is agreed.

5.4.3. Ancillary, replacement and servicing costs

Code 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 any part of the system is likely to require replacing during the lifetime of the system the current price of the part should be provided. If a system will need an annual safety check or other regular maintenance, this should also be made clear to the Consumer along with the likely cost of this. If the Consumer is being offered a leasing arrangement, the same principles will apply.

5.5. Permissions, approvals, grants and incentives

5.5.1. Permissions, approvals and notifications

Code Members must make Consumers aware accurately and in writing of all the permission and approvals that may be needed for the Energy Generators and Related Products they offer, including planning permission, building regulations, Energy Performance Certificates and connection requirements (including notifications to the relevant District Network Operator) before any Contract is agreed. Code Members will agree with Consumers who will take responsibility for getting all necessary approvals before any Contract is agreed and before either side enters into any financial commitment. If the conditions of the approval will affect the supply of the unit, Code Members will update and reissue the quotation as necessary once it has been obtained. Code Members will make sure that they follow the conditions of any approval during on-site work and tell any subcontractors about the conditions.

Code Members will advise Consumers 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.

5.5.2. Grants and incentives

Code Members will advise Consumers about any grants or other incentives available for the work and agree whose responsibility it is to apply for them. If it is the Consumer's responsibility, the Code Member will inform the Consumer where to find the relevant information about procedures and deadlines. If Code Members are permitted to apply for the grant or incentive on the Consumer's behalf, they must first provide the Consumer with full information as to the source of the grant or incentive, and the terms and conditions that apply to it in writing.

Code Members must provide Consumers with accurate information regarding incentives available for installing an Energy Generator, and any Related Products, at the

Consumer's home.

Where the successful award of a grant or incentive is essential to a 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 or incentive is forthcoming, or where it is not available, for whatever reason, the Consumer cannot be held to the Contract. In such a case Code Members will refund in full their deposit and any Advance Payment.

5.5.3. Assignment of rights

Where Code Members are offering to fund part or all of an Energy Generator in return for a Consumer assigning their right to the Government incentive payments, they must give the Consumer full information in writing before the Consumer signs a Contract. The Contract should comply with the law and this Code in all relevant respects and take account of the Code Administrator's best practice guidance. To assist Code Members, the Code Administrator has developed a set of model Contract terms for the assignment of rights.

5.6. Pre-contractual information

Before the Contract is signed, Code Members will provide Consumers with certain relevant information in a clearly accessible and accurate manner. This is in addition to that described in sections 5.4 and 5.5 above, and sections 6.2 and 8 below. The information includes:

- the Code Member's name, address at which they are registered or carry on business, telephone, email and website details;
- details of how the Consumer can contact the Code Member rapidly and directly;
- the Code Member's legal status and form (such as 'sole trader', 'limited company' or partnership);
- where the Code Member is a limited company, the registered company number;
- details of the Code Member's MCS certification status and certification body; the Code Member's VAT identification number;
- details of any professional bodies the Code Member is registered with;
- details of any trade or public register the Code Member is registered with (such as the Gas Safe Register);
- details of any professional body the Code Member or any of its senior staff members are registered with;
- details of the law applicable to any Contract the Code Member may agree, and of the courts that have jurisdiction over it;
- details of how a Consumer may register a dispute against the Code Member;
- details of how a Consumer may access the Adjudication service available through the Code and any time limits that may apply (see sections 9.2 and 9.3 below);
- information about all after-sales services, guarantees and warranties;

- where relevant, specific details of the fuel sourcing, usage and storage arrangements that the system will require (see section 8.2 below); and
- details of any requirement for regular servicing that the system will require (see section 8.4 below).

The Contract should not be in the name of more than one business, and this business must be both MCS certified and a Code Member. All the information listed in this section must relate to the same business.

Before the Contract is signed, Code Members will provide Consumers with a telephone number they may call or the address of a local office or showroom they may visit should they later have any queries.

Finally, Code Members must provide Consumers with a leaflet, either in hard copy or electronically, describing this Code.

6. Contracts

6.1. Terms of business

Code Members will provide Consumers with clear, unambiguous terms of business that do not disadvantage the Consumer. Code Members will ensure that they carry out their contractual obligations without excluding their liabilities. All terms must conform to the Consumer Rights Act 2015 and the Digital Markets, Competition and Consumers Act 2024. (For further details of relevant Acts and Regulations, see attachment C below.) All terms of business must be effectively communicated in writing to the Consumer and form part of the quotation (as set out in section 5.4 above).

The written terms of business must include details about:

- the price and main features of the Goods to be supplied including the correct rate of VAT (see section 5.4 above);
- cancellation rights and a cancellation form (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 a Consumer's legal rights under national or international law (including, but not limited to, those shown in attachment C below).

To assist Code Members, the Code Administrator has developed a set of model Contract terms, and an interactive online training resource.

6.1.1. Sub-contracting requirements

If someone other than a Code Member will install or supply other services under the Contract, the Code Member must tell the Consumer the name of the person and

describe what work they will do. The Code Member will make clear to the Consumer that the Code Member is responsible for the activities of these other contractors, and that the Consumer should inform the Code Member if there are any problems. Code Members must ensure that any subcontractor, third party, or person carrying out work on their behalf complies with this Code and the relevant MCS Installer Standards.

An MCS Contractor business may subcontract another business to carry out the on-site installation work on its behalf so long as this is strictly in compliance with MCS Installer Standards. There must be a formal subcontract agreement in place between the parties and the MCS Contractor must ensure the subcontractor has the necessary capacity and competency, as well as appropriate insurances for their scope of work.

The MCS Contractor that signs a Contract with a Consumer will be responsible at all times for fulfilling that Contract. (See section 7.1 below for more details on subcontracting.)

6.2. Cancellation rights

6.2.1. Cancellation rights where Consumers sign Contracts in the home, away from trade premises or by distance means

The contracts Code Members agree will be governed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 a significant part of which applies specifically to a Contract or quotation where a Consumer:

- signs it during a sales or other visit in their home or elsewhere away from the Code Member's trade premises in the presence of a representative of the Code Member; or
- agrees it with a Code Member exclusively by distance means (for example by email or by post without a prior visit to the Consumer's home to give a cost estimate).

In these circumstances Code Members must give the Consumer the right to cancel without penalty within 14 days of the date on which the last item of the Goods is delivered to the Consumer's home. (This is known as the 'Cancellation Period'.) Code Members must provide the Consumer with written notice that they can cancel the Contract.

These Regulations may also apply to Contracts or quotations where a Code Member:

- gives it to a Consumer following a sales visit, a technical site survey or other visit in a Consumer's home if the Consumer signs the quotation or Contract and returns it immediately after the visit without having had sufficient time to consider it; or
- a Code Member gives it to a Consumer following a sales visit, a technical site survey or other visit in a Consumer's home if the Code Member later pressurises the Consumer in any way to sign and return it; or
- a Code Member agrees it with a Consumer exclusively by distance means (for

example by email or post) following a visit in the Consumer's home for technical survey purposes only.

In these circumstances Code Members must give the Consumer the right to cancel without penalty within 14 days of the date on which the last item of the Goods was delivered to the Consumer's home. (This is known as the 'Cancellation Period').

In the event that a Consumer cancels the Contract within the Cancellation Period, Code Members must refund any money to the Consumer within 14 days.

Code Members who fail to give a Consumer written notice that they can cancel the Contract may not be able to enforce the Contract and may be committing a criminal offence. The Cancellation Period may be extended up to 12 months or until the Code Member has complied with its obligation to give the Consumer written notice that they can cancel the Contract. The notice Code Members provide must be in line with Schedule 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The Code Administrator has prepared a model cancellation form and the detailed guidance for this purpose. Code Members must keep a record of cases in which Consumers cancel Contracts together with the reasons given.

6.2.2. Cancellation rights in circumstances other than where Consumers sign a Contract in the home, elsewhere away from trade premises or by distance means

Code Members who provide a Consumer with a Contract or quotation for them to sign and return in their own time must first explain how the Consumer can cancel the Contract in line with the Code, give the name and address of the person to contact in this event, and provide a prominent cancellation form as part of the Contract document.

Code Members will give a Consumer not less than 14 days to cancel the Contract without penalty after they have signed it. (This is known as the 'Cancellation Period'.) In the event that a Consumer cancels the Contract within the Cancellation Period, Code Members must refund any money already paid by the Consumer within 14 days.

The Cancellation Period of 14 days stipulated in this Code reflects a reasonable standard of practice given that the relevant legislative provisions differ depending on how and where the sale takes place. The Code Administrator has prepared a model cancellation form for Code Member's to use.

In the event that legislation requires a longer Cancellation Period then this should take precedence over the requirements of the Code. (See attachment C below for more details of the different cancellation periods required in relevant legislation.)

6.2.3. Installing during the cancellation period

Code Members must not install an Energy Generator at a Consumer's home during the Cancellation Period unless they have first obtained the Consumer's express written permission to do so, for example by letter or email. In such a case, the Code Member will make the Consumer aware that, should they later decide to cancel the Contract within the Cancellation Period, they may be responsible for the costs of Goods and services already supplied, and of making good the property. Code Members will keep a record of any instances in which they start to install the system within the Cancellation Period, and the reasons why.

6.2.4. Consumers cancelling after the cancellation period

Code Members must set out clearly in the Contract the conditions and costs that will apply if a Consumer wants to cancel after the Cancellation Period. Code Members will only be entitled to retain the Consumer's funds in respect of specific costs they have reasonably incurred. Such costs will not include any sales, marketing or other costs incurred before the Contract was signed. Conditions must comply with the Consumer Rights Act 2015 and the relevant section of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

6.3. Deposits and further Advance Payments

Code Members will set out clearly in the Contract the amount and timing of all payments required. If a Code Member requires Consumers 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. Code Members may only use this money for work under the Contract, for example for purchasing Goods. Code Members will repay a Consumer's deposit within 14 days 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 and the law.

If the Code Member subsequently requires a Consumer to pay a further Advance Payment, 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. Code Members can only require a further Advance Payment no more than 3 weeks before the agreed delivery date of all the Goods to be installed.

Code Members must arrange for *all* deposits and any further Advance Payments to be insured, such that, if they should become insolvent or cease to trade (see the Glossary in attachment D for definitions), before the Contract has been completed, the Consumer will be able to have their Contract completed at no additional cost by another Code Member. The Code Administrator has listed available insurance providers here. (See also section 8.1 below.) Code Members must inform the Code Administrator

and Consumers accurately about the arrangements they have in place to comply with this section of the Code.

Code Members may place such funds in a 'client' or other third-party account or use another form of protected payment scheme. Such funds must be separate from those accounts linked to the Code Member's own credit and banking facilities and should only be used with the Consumer's consent. (This can be obtained in advance when a Consumer signs the Contract.)

Where Code Members uses Consumers' money, paid in advance, to purchase Goods, and where those Goods are delivered to a Code Member, the Code Member will hold the Goods on trust for the Consumer and will keep them separate from its own Goods and those of third parties. Code Members will keep such Goods properly stored, protected, insured and identified as the Consumer's property. Consumers should be able to inspect or repossess the Goods at any time. Code Members should set out in the Contract that the legal title to those Goods, or the proportion of them that has already been paid for, will pass directly to the Consumer. In this way, if the Code Member becomes insolvent or ceases to trade (see Glossary in attachment D below for definitions), before the installation takes place, the Goods will remain the Consumer's property.

6.4. Timetable and any preparation Consumers needs to do

Code Members will agree with Consumers, and then include as part of the Contract, the timetable for carrying out the work. This timetable must be convenient for and agreed by the Consumer. If a Code Member cannot provide a precise date for carrying out the work, they should instead provide a window of two or three days within which the work will be carried out. This window must be convenient for and agreed by the Consumer. In setting out the timetable, Code Members will at all times show flexibility, and take into account the Consumer's preferred working times and dates, including any 'critical completion deadlines'.

The installation must be carried out within a reasonable timeframe, whether or not a date has been specified. If it is not the Code Member must offer the Consumer a price reduction. (See section 7.2 below for more details about design, delivery and installation.)

Code Members must tell Consumers about any changes to the agreed timetable as soon as possible before the work starts. In this case, the Code Member must give the Consumer the opportunity to agree a new start date. In the case of a major delay, or a delay which would take the completion date beyond a 'critical completion deadline', the Code Member may offer different, but equivalent, products so long as they are MCS-certified.

If Code Members make a significant change to the agreed timetable 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 Consumer Rights Act 2015.

Code Members should make Consumers aware of their rights under this legislation. (This does not apply to changes that result from events beyond the Code Member's control.) To continue with the work, the Code Member will issue the Consumer with a new Contract, including a new Cancellation Period.

If a delay is the responsibility of the Consumer, for example if they have not obtained the permission they need in time, the Code Member will use their best endeavours to arrange a new start date that is convenient to both of them.

7. Completing the work

7.1. Responsibility for the work

Code Members who enter into a Contract with a Consumer may carry out on-site work themselves, or they may subcontract it, or elements of it, to someone else. In either case, the Contract must be signed by a Code Member who is certified to the relevant MCS Installer Standards described in section 2.3 above. The MCS Contractor that signs a Contract with a Consumer will be responsible at all times for fulfilling that Contract and must also create the MCS certificate associated with that installation on its own MCS user account. (See section 6.1.1 above for more details about subcontracting.)

All those involved in carrying out the work must be aware of, and comply with, the conditions of this Code and must meet the general business standards described in section 4 above, including the requirement for having suitable insurance cover.

7.2. Design, delivery and installation

Code Members must produce a final design for an Energy Generator and any Related Products before installation work starts. Designs must use only products that are MCS certified, as described in section 2.4 above.

Before the work starts, Code Members must provide Consumers with designs that show where the main system will be installed, and any alterations to the property or services such as electrical and heating systems that will be needed. The design must be specific to the Consumer's property and any schematic design must be amended to show which elements will go where in the specific property where the Energy Generator and any Related Products are being installed. The Consumer must approve this design. (See sections 5.3 and 5.4 above for more details about performance estimates and quotations and section 6.2 above for more details about the Cancellation Period.)

If, as a result of this information being provided to the Consumer, the Energy Generator and any Related Products differ from the quotation, Code Members must draw this fact to the Consumer's attention in writing. Code Members must allow the Consumer to cancel the Contract if it is no longer suitable for their needs and refund any deposit or Advance Payment in full.

If a technical site survey has not already been carried out, before starting the work the

Code Member must validate the design through a technical site survey. (See sections 5.3 and 5.4 above for more details on this.) If, after carrying out the technical site survey and the health and safety risk assessment, the Code Member considers that the site is not suitable for installing the system, the Code Member must explain the reasons in writing to the Consumer, cancel the Contract and refund any deposit or Advance Payment in full. If the Code Member considers that the system can only be installed in a different form or place, the Code Member must explain the reasons in writing to the Consumer.

If the Consumer is not happy with the amended design and specifications, the Code Member must agree to cancel the Contract and refund any deposit or Advance Payment in full. The Code 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. Code 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.

7.3. Testing and commissioning

When the work has been completed, Code Members must check the system fully and test it in line with the MCS Installer Standards. Code Members must record any test results on a commissioning record, signed by an Authorised Signatory, to confirm the work is satisfactory and must give Consumers a copy of this commissioning record together with all relevant conformity and other certificates and guarantees.

Code Members will also give Consumers full operating and maintenance instructions, along with a full description of the system and details of all the guarantees in place. These are the 'handover documents' which, where relevant, must also include the MCS certificate, compliance certificate and invoice for payments received. All the documents provided must be written in hard copy or as scanned documents, in plain English and, in the case of Consumers in vulnerable circumstances, the information provided should be appropriate to any particular needs they may have.

Handing over these documents to Consumers cannot be linked to receipt of full payment and must take place promptly after the system has been commissioned.

8. After-sale activities

Before a Contract is signed, Code Members must provide Consumers with a telephone 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. Code Members must 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

8.1.1. Manufacturers' guarantees

By law, Goods supplied by Code 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. Code Members must make sure that Consumers are provided with, at no extra cost, a guarantee against manufacturing faults in any Goods supplied, whether the Energy Generator or any Related Product. Manufacturer's guarantees are required by law and should be in line with any conditions set out in the MCS product standards described in section 2.3 above.

These guarantees must not limit Consumers' legal rights under the Consumer Rights Act 2015 or other relevant legislation. Code Members must explain to Consumers clearly and in plain English, both in writing and verbally, the terms of the guarantee being offered, which must be fair, as well as its period ofvalidity.

Where the manufacturer is based outside the EU Code Members must provide the Consumer with the details of the importer or distributer of the Goods who will assume the responsibilities of the manufacturer in the event of a fault.

8.1.2. Workmanship guarantees

By law, services must be provided with reasonable care and skill. Code Members must inform the Consumer accurately about the remedies available to them in line with the Consumer Rights Act 2015 where they consider that services have not been provided with reasonable care and skill. (Details of this are set out in attachment C below.)

Additionally, Code Members must provide Consumers with, at no extra cost, a written guarantee against any faults that might arise as a result of the installation process and workmanship applied. Workmanship guarantees must be valid for a minimum of 2 years and be transferable to the new owner in the event that the Consumer moves home. These guarantees should be in line with any conditions set out in the relevant MCS Installer Standards.

In the event that they should become insolvent or cease to trade (see Glossary in attachment D for definitions) during the term of the Code Member's workmanship guarantee, Code Members must have made arrangements so that the full term of the guarantee will be honoured, by means of an insurance-backed workmanship guarantee. (See also section 6.3 above.) Code Members must inform the Code Administrator, MCS and Consumers accurately about the arrangements they have in place to comply with this section of the Code.

8.1.3. Output guarantees

Code Members may offer a Consumer 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 offer an output guarantee, Code Members must make clear what the conditions of the guarantee are.

8.1.4. Extended guarantees

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

8.2. Fuel supplies

For any Energy Generators that use fuel (such as a biomass boiler), Code Members are not normally responsible for the ongoing supply of fuel, unless this is covered in the Contract (in which case 8.3 below would apply).

Code Members supplying these systems should give Consumers 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

Code Members must make clear to a Consumer before the Contract is signed if there is any requirement for regular servicing.

Code Members may offer ongoing maintenance and service agreements to a Consumer, 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 must include details of the cancellation procedure. In case of a change of ownership of the property, any regular servicing arrangements must be transferable to the new owner.

Charges for these services must be reasonable in relation to the cost of the original Contract. Code 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 and Related Products, whether under guarantee or otherwise. All work should be carried out in accordance with the MCS Installer Standards where relevant.

Code Members must agree charges and conditions with Consumers before any work is carried out. All work should be set out in a written quotation before it is carried out, in line with section 5.4 above. This quotation should specify the extent of the work they will carry out, the nature of the fault they are seeking to repair and any limits to their responsibility. If repair work is being carried out by some-one other than the original

Code Member, this business should provide a separate guarantee for the repair work. Code Members will only charge Consumers a reasonable amount for remedies or repairs they carry out.

9. In case of problems

The Code sets out the procedure for raising and resolving disputes between Consumers and Code Members. This section of the Code, and the Dispute Resolution Process, set out the process which Code Members have agreed to follow when made aware of a Complaint by a Consumer.

Code Members are required to co-operate with the Dispute Resolution Process and incorporate it into their own complaints process. Code Members must make a copy of their complaints process available to Consumers and the Code Administrator if requested. A Code Member's own complaints process must clearly signpost a Consumer to the relevant Appointed ADR Provider, Green Homes Dispute Resolution, should a Complaint remain unresolved at the end of the process.

Code Members will not take action through the courts against Consumers without first trying to solve a dispute in line with the process set out in this section.

The Dispute Resolution Process is available **here**.

9.1. Dispute resolution process

There are two phases of the Dispute Resolution Process: phase one in which a Code Member is made aware of a Complaint by a Consumer and is required to take all reasonable steps to resolve the Complaint speedily and effectively (see 9.1.1 below); and phase two in which a Consumer's Complaint has not been resolved directly by the Code Member using the process set out in 9.1.1 and the Code Administrator's assistance is required to resolve the Complaint using the process set out in 9.1.2 below.

9.1.1. Contact the Code Member

This section of the Code sets out how a Code Member must handle and investigate a Complaint when made aware of it.

If a Consumer has a Complaint about a Code Member, they must raise the Complaint with the Code Member in the first instance. Code Members must have a process in place for resolving Complaints in a timely manner. The process is as follow:

1. the Consumer must notify the Code Member they agreed the Contract with about any Complaint they have in writing (including by email) and as soon as possible after they have first noticed an issue;
2. the Code Member must make a record of the Complaint and keep the record updated with any relevant correspondence and timeframes when investigating the Complaint, and throughout the Dispute Resolution Process;

3. the Code Member will consider the details of the Complaint and report the findings clearly to the Consumer in writing within 10 working days of being notified;
4. if appropriate, the Code Member will arrange to inspect the Consumer's system within 5 working days of being notified, and within 24 hours of being notified where a Consumer is without heating or hot water as a result of the situation that has led to the Complaint;
5. the Code Member will try to find an agreed course of action to resolve the Complaint speedily and effectively to the Consumer's satisfaction; and
6. at the end of the investigation, the Code Member should issue the Consumer with a written final response. The written response should include:
    a. the outcome of the investigation;
    b. an explanation of whether something went wrong (and what impact it had, if any);
    c. the action the Code Member intends to take to resolve the issue, if any;
    d. confirmation that it is the end of the Code Member's complaints process; and
    e. details of how to escalate the complaint in accordance with section 9.1.2 below if the Consumer is not happy with the final response.

9.1.2. Escalating a Complaint

This section of the Code sets out what a Consumer can do if a Code Member has been unable to resolve their Complaint to their satisfaction.

If the Consumer is not satisfied with the resolution and/or final response offered by the Code Member, or if they have not received a response from the Code Member to their Complaint within 10 working days, having raised that Complaint with the Code Member in writing, they will be able to escalate it to the Code Administrator's Appointed ADR provider, Green Homes Dispute Resolution, by registering a Complaint.

The aim of Green Homes Dispute Resolution is to provide a means of dispute resolution which is more effective and efficient than court action. Consumers may give their permission for a friend or relative to help deal with a Complaint through the Dispute Resolution Process. In such circumstances, Code Members must co-operate fully this person.

Green Homes Dispute Resolution is a CTSI-approved Alternative Dispute Resolution body under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and The Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015.

See www.ghdr.org.uk for full details on the operation of Green Homes Dispute Resolution.

10. Monitoring performance

10.1. Monitoring

The Code Administrator will assess how effective the Code is in delivering high consumer protection standards in line with the core criteria established by CTSI. The Code Administrator will carry out the following measures in accordance with its Monitoring Strategy, and report the results to the Supervisory Panel described in section 1 above:

- assess feedback from Consumers;
- analyse cases it is aware of in which Code Members have not complied with the Code;
- carry out regular monitoring of Code Members' performance and practices; and
- analyse mediation and adjudication case outcomes.

The Code Administrator will publish the results of this monitoring in an annual report, which it will make available to Code Members, CTSI and other relevant organisations, and on the website. The report will include plans for improving Consumer satisfaction levels and the contents of the Code against a set of key compliance areas agreed with CTSI. The Supervisory Panel described in section 1 above will consider the report and take any appropriate action.

10.2. Disciplinary Process

Code Members have given a legal undertaking that they will follow this Code. If any Code Member is suspected of not following the Code, the Code Administrator will investigate the matter and take disciplinary steps (if any are required) in accordance with clauses 6 to 12 of the Bye-Laws, a copy of which is available here.

Attachments

A Definitions

Capitalised words have the meanings set out in the Bye-Laws unless otherwise stated, along with the Definitions in this section. This Code uses the following definitions:

Advertisement
Any form of representation including oral representations made in connection with a trade or business to promote the supply or transfer of Goods and services. Such representations could include those made during or after the sale.

Advance Payment
A payment made to a Code Member to provide Goods and/or services before the Goods have been provided and / or before the work or service has been carried out. An Advance Payment is different to a stage payment taken in respect of Goods already provided and/or work already carried out.

Appointed ADR Provider
The independent Alternative Dispute Resolution scheme appointed by the Code Administrator (described in section 9.1.2) and approved under the Alternative Dispute

Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and The Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015.

Authorised Signatory
Nominated Employees who are trained in using the Code and authorised to sign on behalf of a Code Member any quote, commissioning record or other document.

Complaint
An expression of dissatisfaction against a Code Member made by or on behalf of a Consumer.

Cancellation Period
The length of time during which a Consumer may cancel a Contract they have agreed with a Code Member with no penalty.

Consumer
An individual or individuals acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession. (See also Micro-business consumer, below.)

Contract
An agreement between a Code Member and a Consumer for supplying and / or installing an Energy Generator and any Related Product.
(See also Lease, below.)

CTSI Approved Code Logo

Data Protection Laws
All applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or reenacted from time to time, including (without limitation and to the extent applicable) the General Data Protection Regulations (GDPR), the Data Protection Act 2018 and the Privacy and Electronic Communication Regulations (PECR).

Energy Generator
Any renewable or low carbon small-scale heat and power generator (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 an Energy Generator or Related Product.

Lease
A contractual arrangement according to which a Consumer agrees: to make available space in in or near their property to a Code Member or other third party for the use of an Energy Generator or Related Product for a term; or to pay a Code Member for the benefits of an Energy Generator or Related Product unit installed in or near their property.

RECC Logo

MCS Certification Body
A body accredited by UK Accreditation Service (UKAS) to carry out certification against the MCS Installer Standards.

MCS Contractor
An organisation certified under the MCS Installer Standards that is responsible for all of the following activities: supply, design, installation, set to work, commissioning and handover of microgeneration systems and technologies.

Certification under the MCS Installer Standards means that a business has the ability and expertise to fit, test and commission an Energy Generator and/or Battery Storage unit to the MCS Installer Standards set out in relevant government programmes and in compliance with ISO 17065.

MCS Installer Standards
The standards created and maintained by MCS that allow for the certification of products, installers and their installations.

Micro-business consumer
A person, or a corporate or unincorporated body (whether or not having a separate legal personality) who seeks to buy or who has signed a Contract for the purchase and installation of an Energy Generator and/or Related Product who:

- has an annual consumption of:
    - electricity of not more than 55,000 kWh; or
    - gas of not more than 200,000 kWh;
- or has:
    - fewer than 10 employees (or their full time equivalent); and
    - an annual turnover or annual balance sheet total not exceeding £1.5

million.

Product Certification
The MCS product standards that exist to make sure that Energy Generators are suitable and safe to be installed as required by relevant Government programmes.

Related Product
Any product supplied which will be connected or linked to the Energy Generator in any way (for example, this includes battery storage units, inverter, generation meter, ground loop, voltage optimiser, immersion boost or remote monitoring device).

Website
The internet site where details of the Renewable Energy Consumer Code and the Bye-Laws 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 it into the heating system of the property.

Battery storage units

A device that enables electricity from renewables, like solar and wind, to be stored and then released when a property needs power most.

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.

C1 Guidance for Code Members

The Code Administrator has made key Guidance and Model Documents available to

Code Members to help them comply with the Code's requirements. These documents are available to Code Members on the website and will be updated from time to time. Consumers and other stakeholders may obtain copies of these documents from the Code Member on request. These documents include:

- Guidance on using the Renewable Energy Consumer Code logo and other marks
- Guidance on presenting performance predictions and quotations
- Technology-specific model performance estimates
- Guidance on protection of deposits and Advance Payments
- Guidance on Consumers in Vulnerable Circumstance
- Model Contract
- Model Cancellation Notices
- Model Workmanship Guarantee
- Guidance on selling and installing battery storage linked to a solar PV system
- Training on consumer protection legislation

The Code Administrator has also developed Guidance for Consumers, including Guidance to help consumers choose renewable and low carbon small-scale heat and power generators which is available on the website, and will be updated from time to time.

C2 The laws, guidance and codes that apply to this Code:

- Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015
- Business Names Act 1980
- Companies Act 1980 & 2006
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Consumer Protection Act 1987
- Digital Markets, Competition and Consumers Act 2024
- Consumer Rights Act 2015
- Data Protection Act 2018
- Direct Selling Association Consumer Code
- Enterprise Act 2000 (and all the legislation covered by it)
- Misrepresentation Act 1967
- Ofcom Consumer Code
- PhonePayPlus Consumer Code
- Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) Provision of Services Regulations 2009 ('the Regulations')
- UK Code of Broadcast Advertising (BCAP Code)
- UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code)

C3 Details of Cancellation Periods required in relevant legislation

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, 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 fourteen working days after receipt of the last item of goods.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 - consumers who enter into a Contract made off -trade premises have a right to cancel the Contract within fourteen days of receipt of the last item of goods unless the consumer has given express consent to the contrary. Members who fail to give the consumer all the information set out in Schedule 2 (l) (m) & (n) as well as written notice that they can cancel the Contract as set out in Schedule 3 will be committing a criminal offence.

D Glossary

The term become insolvent or ceased to trade' includes:

- Where the Code Member suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- Where the Code Member commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- Where a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Code Member (being a company);
- Where an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Code Member (being a company);
- Where the holder of a qualifying floating charge over the assets of the Code Member (being a company) has become entitled to appoint or has appointed an administrative receiver;
- Where a person becomes entitled to appoint a receiver over the assets of the Code Member or a receiver is appointed over the assets of the Code Member;

- Where the Code Member (being an individual) becomes the subject of a bankruptcy petition or order; dies; or, by reason of illness or incapacity (whether mental or physical), becomes incapable of managing his own affairs or becomes a patient under any mental health legislation;
- Where a creditor or encumbrancer of the Code Member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Code Member's assets and such attachment or process is not discharged within 10 Days; and

- Where the Code Member suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

E Our responsibilities

As the Code sponsor, REA has developed this Code to help Code Members achieve high standards and to give consumers peace of mind when purchasing renewable energy products.

We agree to monitor the Code (either ourselves or through the Code Administrator or Supervisory Panel members) and to update it regularly to reflect appropriate business practice.

We will also make sure that our members undertake to follow the Code. The Code Administrator will publish a list of all Code Members on the website. We will not allow an organisation who has not been accepted as our member, but who has agreed to follow the Code, to become a Code Member.

Neither we nor the Code Administrator are a party to any Contract covered by this Code. Other than providing the services described in the Code, we cannot accept responsibility for the performance of Code Members or non-members in meeting the conditions of a Contract. Except as explicitly set out in this Code and Bye-Laws neither the Code Sponsor, the Code Administrator or the Supervisory Panel shall have any 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.

We recommend that Consumers take great care in deciding which Energy Generator or Related Products to purchase, and who will install it. (We have set out further guidance for Consumers on what to look for, available on the website here.)

The Code Administrator welcomes reports of good or bad experiences with purchasing and installing Energy Generators or Related Products. Please provide feedback here.
If you have any concerns about this Code then please tell us using the feedback form here.

If you would like to complain about the way in which the Code Administrator has carried out its role you can do so by contacting CTSI at this address: ccab@tsi.org.uk

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