Renewable Energy Consumer Code
Bye-Laws

1 Definitions

1.1 In these Bye-Laws, the following definitions apply:

Administrative Bodies	The Executive, the Board, the Supervisory Panel, other Panels, expert groups formed under clause 16.1.3, and any other body that might be created for the purposes of administering the Code and/or the Bye-Laws.
AOR-funded Installation	An installation of an Energy Generator funded by an Assignment of Rights Investor.
AOR Installation Fee	A fee which may be charged per AOR-funded Installation payable to REAL by Assignment of Rights Investors. For example, if an Assignment of Rights investor funds 100 installations (AOR-funded Installations) in a Code Membership Year, the total amount charged will be the AOR Installation Fee multiplied by 100.
Appeals Decision	A decision of the Appeals Panel.
Appeals Hearing	A hearing before the Appeals Panel.
Appeals Panel	A Panel appointed in accordance with clause 17 for the purposes described in clause 11.
Applicant	A person, or a corporate or unincorporated body (whether or not having a separate legal personality), who has applied to become a Code Member in accordance with clauses 3.1, 3.2, or 3.3 below.
Application Form	The application form for Code Membership or for a transfer of Code Membership.
Applications Panel	A Panel appointed in accordance with clause 17 for the purposes described in clause 3.
Applications Panel Reconsideration Fee	A fee payable by an Applicant which requests that its application be reconsidered by the Applications Panel, where that application has been refused by the Executive in accordance with clause 3.10.1. The Applications Panel Reconsideration Fee is available on the Website or will be provided upon request to the Executive.

Appointed ADR provider	The independent Alternative Dispute Resolution scheme appointed by the Executive for Consumers 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.
Arbitration Service for Micro-Business Consumers	An arbitration service for Micro-Business Consumers.
Articles	The articles of association of REAL.
Assignment of Rights Investor	A Code Member offering contracts to Consumers in line with the Assignment of Rights model (set out in the Domestic Renewable Heat Incentive Scheme (Amendment) Regulations 2018), whose contract has been approved by the Executive. The approval process for Assignment of Rights contracts through which a Code Member may become an Assignment of Rights Investor is set out on the Website.
Audit	An audit to determine compliance with the Code in line with the relevant guidance (published on the Website from time to time). An Audit includes: (a) a desktop Audit which is paper-based and is undertaken by either the Executive or Auditors; and/or (b) a site-based Audit which is undertaken in person by Auditor(s) at a Code Member's premises. A site-based Audit may be supported by a desktop Audit or other paper-based checks. "Audited" shall be construed accordingly.
Auditor	A self-employed contractor independent of the Executive who carries out Monitoring.
Board	The board of directors of REAL as registered with Companies House. The term "Board" is not used to refer to the board of directors of the REA.
Bye-Laws	This document and any adopted updated versions of it.
CCAS	Consumer Codes Approval Scheme, managed by the Consumer Codes Approval Board operated by CTSI

Chairman	An Independent Panel Member appointed to chair meetings or hearings of any Panel, or any substitute Independent Panel Member acting on his/her behalf. The term "Chairman" is not used to refer to the chairman of the Board.
Circumstances for Refusing Code Membership	The non-exhaustive list of circumstances in which an application for Code Membership may be refused, as set out in clause 3.13 below and published on the Website.
Code	The Renewable Energy Consumer Code, sponsored by the REA, administered by REAL and overseen by the Supervisory Panel, as adopted and updated from time to time by approval of CTSI.
Code Member	A person, or a corporate or unincorporated body (whether or not having a separate legal personality) accepted to join the Code following a successful application for Code Membership, including where admitted for a defined period of Temporary Code Membership. "Code Membership" shall be construed accordingly. See below for the definition of MCS Code Member which is a specific category of Code Member. A Code Member may also be an Assignment of Rights Investor.
Code Membership Certificate	A certificate confirming Code Membership.
Code Membership Fee	The fee for membership of the Code.
Code Membership Year	The period of Code Membership for which the Code Membership Fee is paid (calculated in accordance with clause 4.2.4) or, for MCS Code Members, the period of Code Membership confirmed or specified by the Executive in accordance with clauses 3.12 or 4.3.6.
Complaint	An expression of dissatisfaction against a Code Member made by or on behalf of a Consumer.
Compliance Check	Checks to determine the compliance of a Code Member with the Code carried out by the Executive or Auditors or, alternatively, a paper- based self-assessment check completed by the Code Member at the Executive's request.
Conditions	Conditions which can be imposed by: (i) the Executive or the Applications Panel on Applicants/Code Members admitted on the basis of a period of Temporary Code Membership, or (ii) by the Executive on a Code Member in connection with a Period of Enhanced Monitoring; or by the Non-Compliance Panel or Appeals Panel on Code Members.

Connected Contractor	An incorporated or unincorporated business which has a director (including a de facto or shadow director), partner, shareholder, senior manager, member or owner who has previously been or is currently a director (including a de facto or shadow director), partner, shareholder, senior manager, member or owner of a current or former Code Member.
Consent Order	A written order agreed between the Executive and a Code Member which requires the Code Member to take or desist from taking certain actions within a defined timeframe.
Consumer	A domestic consumer who has signed a contract, or intends to sign a contract or has received a quotation / estimate or is a prospect, for the purchase or lease of an Energy Generator or Related Product which is installed at or near private domestic premises occupied by them, and intends that the amount of electricity or heat generated by the Energy Generator will not significantly exceed the amount of electricity or heat consumed in those premises. A Micro-Business Consumer is not a Consumer as defined.
Consumer Satisfaction Questionnaire	A questionnaire submitted directly to the Executive by a Consumer about the service they have received from a Code Member.
Copyright Material	Any guidance document(s), model document(s), training materials and other material in which copyright vested in REAL subsists which is supplied to the Code Member by REAL, including material amended in accordance with clause 20.2 of these Bye-Laws.
Copyright Purpose	Assisting the Code Member in complying with the Code (including by incorporation in contracts between the Code Member and a Consumer) or as otherwise approved in writing by REAL.
CTSI	Chartered Trading Standards Institute.
Day	A calendar day.
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 re-enacted 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).
Declaration	A written declaration given by a director or owner of an Applicant or Code Member (or by an Applicant or Code Member himself in the case of a sole trader) on behalf of all of the directors or owners confirming information provided

	to the Executive and/or the Applications Panel.
Determination	A decision of the Non-Compliance Panel following a Hearing.
Dispute Resolution Process	The procedure as required by CTSI and as set out in the Code and on the Website to resolve Complaints from Consumers about Code Members.
Due Date	The date specified by REAL on which payment of an invoice issued by REAL is due.
Due Diligence Check	A paper-based check carried out in relation to Applicants: (i) by the Executive following receipt of the Application Form; and/or (ii) by an Auditor where the Applicant is randomly selected; and/or by an Auditor where the information in the Application Form or supporting evidence is incomplete or inconsistent with information the Executive has obtained from other sources, or suggests there may be a risk to Consumers or the Code.
Energy Generator	A small-scale renewable or low carbon heat or power generator for use in domestic premises.
Executive	The REAL chief executive and REAL staff members who administer the Code.
Exploit	Do any of the following in relation to the whole or a qualitatively substantial part of a work in which copyright subsists: (a) copy; (b) issue copies to the public; (c) rent, lend or communicate to the public; or (d) show or play in public, and "Exploited", "Exploiting" and "Exploitation" shall be construed accordingly.
Feedback	Information provided by a Consumer or any other individual or organisation, and registered on the Executive's database as "feedback". This includes, but is not limited to, expressions of dissatisfaction or feedback complaints from Consumers or another Code Member in relation to Code Members where a contract for an installation has not been signed or where a response or specific outcome is not requested by the complainant.
Hearing	A hearing before the Non-Compliance Panel.
Honouring Agreement	An agreement pursuant to which an Applicant guarantees the obligations under the Code and the Bye-Laws of a current or former Code Member, where the Applicant is a Connected Contractor. An Honouring Agreement will be in such form as the Executive may reasonably

	require and will include honouring any commitments to Consumers, and in relation to any Complaints, including taking part in the Dispute Resolution Process and complying with any agreed outcomes pursuant to the Appointed ADR Provider.
Independent Panel Member	A Panel Member who does not represent an entity involved in the commercial supply or installation of Energy Generators and who is independent of the Energy Generators sector.
Individuals Closely Associated	Individuals Closely Associated with the Applicant or Code Member include its directors, partners, shareholders, senior staff (regardless of job title), and any other Individuals Closely Associated with it and close family members. Where the Applicant or Code Member is a sole trader, this includes the Applicant or Code Member, as applicable, itself. Whether a person is an "Individual Closely Associated" with the Applicant or Code Member is to be judged from the point of view of a reasonable third party.
Infringement	Any actual or suspected infringement of i) the copyright in the Copyright Material and/or ii) REAL's trade mark rights in the Logo.
Intellectual Property Rights	Any and all of the following: (a) rights in inventions, patents, designs, know-how and other proprietary information (including confidential information), trade marks and service marks; (b) rights in any trade, brand or business name and any distinctive sound used to differentiate the goods and services of a business; (c) utility models; (d) database rights; (e) copyright (including all such rights in databases and computer software); (f) any rights or forms of protection of a similar nature to any of the above and having equivalent or similar effect to any of them; and (g) any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in the future anywhere in the world and including all applications and rights to apply for any of them together with all or any associated goodwill.
Joint Protocol	A joint protocol agreed between the Executive and other code sponsors approved by CTSI in the microgeneration sector.

Joint Protocol Signatories	The signatories to the Joint Protocol, being the Executive and other code sponsors approved by CTSI in the microgeneration sector.
Licensed Products and Services	Energy Generators, Related Products and any other products or services that may be notified in writing by the Executive to the Code Member from time to time. "Licensed Products" and "Licensed Services" are to be construed accordingly.
Logo	The listed mark of the Code, set out in Annex A to these Bye-Laws.
MCS	The standards and certification organisation described here: www.mcscertified.com
MCS Code Member	A Code Member whose Code Membership is funded through an arrangement between REAL and the MCS Service Company. Code Membership Fees do not apply to MCS Code Members. Instead, the Code Membership of Code Members within the MCS Code Member category is funded through the per installation fee payable on registration of an installation to the MCS Service Company. The Code and these Bye-Laws apply to MCS Code Members, except as otherwise specified.
MCS Service Company	The MCS Service Company Ltd, the administrator of MCS.
Memorandum Of Understanding	Any memorandum of understanding agreed between the codes approved under CTSI's CCAS from time to time.
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 or lease of an Energy Generator who is not a Consumer (as defined) and who (i) has an annual consumption of: (a) electricity of not more than 55,000 kWh; or (b) gas of not more than 200,000 kWh; or (ii) has: (a) fewer than 10 employees (or their full time equivalent); and (b) an annual turnover or annual balance sheet total not exceeding £1.5 million.
Monitoring	Activities carried out by or on behalf of the Executive (including by Auditors) to check Code Members' compliance with the Code including Audits, Compliance Checks, Due-Diligence Checks, Mystery Shopping and Consumer Satisfaction Questionnaires. Applicants may also be subject

	to Monitoring as provided for in these Bye-Laws.
Mystery Shopping	A mystery shopping or other similar exercise that involves an individual posing as a Consumer in order to test a Code Member's compliance with the Code and provide a report to the Executive. "Mystery Shopped" and "Mystery Shopper" shall be construed accordingly.
Mystery Training	A mystery sales training or other similar exercise that involves an individual posing as a potential sales person attending training for a Code Member's staff or contractors in order to test a Code Member's compliance with the Code and provide a report to the Executive. "Mystery Trained" shall be construed accordingly.
Non-Compliance Panel	A Panel appointed in accordance with clause 17 for the purposes described in these Bye-Laws.
Ofgem Registered Investor	A Code Member and Assignment of Rights Investor who has been approved by Ofgem. A Code Member cannot become an Ofgem Registered Investor until it has been approved by the Executive as an Assignment of Rights Investor.
Panel	A panel of Panel Members appointed to carry out specific functions as set out in these Bye- Laws.
Panel Member	A member of one or more Panel(s). A Panel Member may be further categorised as (and may also be) an Independent Panel Member. The Executive cannot be Panel Members.
Panel Observer	A person invited to observe at Panel meetings who does not have the right to vote on decisions. "Supervisory Panel Observers" shall be construed accordingly.
Panels Secretariat	A role or office filled by a self-employed person independent of the Executive and the Code who provides secretariat assistance to the Non- Compliance Panel, Appeals Panel and Applications Panel. "Panel Secretary" shall be construed accordingly.
Period of Enhanced Monitoring	A period during which a Code Member's compliance with the Code and Bye-Laws and/or Conditions and/or Consent Order shall be subject to enhanced Monitoring by the Executive. Code Members serving a Period of Enhanced Monitoring may be identified on the Website.
Permitted Use	To advertise that the Code Member is a member of the Code.
Personnel	An employee, agency worker, contractor or agent.
Primary Contact	A representative of the Code Member responsible for communicating with the Executive and ensuring that the Code Member responds to the Executive's

	communications promptly and appropriately.
REA	The Association for Renewable Energy and Clean Technology, being the not-for-profit company incorporated in England and Wales with the company number 04241430, which acts as sponsor of the Code.
REAL	Renewable Energy Assurance Limited being the wholly-owned subsidiary company of the REA, incorporated in England and Wales with the company number 5720606 that, inter alia, administers the Code.
RECC Use of Personal Data Notice	A notice that Code Members must provide to Consumers in relation to the Code Member's obligations to share Consumers personal data with the Executive. The RECC Use of Personal Data Notice can be accessed in the Member's area of the Website.
Related Product	Any product supplied which will be connected or linked to the Energy Generator in any way (for example, inverters, generation meters, ground loops, battery storage units, voltage optimisers, immersion boosters or remote monitoring devices).
Rules	The rules (if any) for the Panels on their powers and obligations in accordance with the Code, the Bye-Laws and the Articles as amended from time to time.
Supervisory Panel	A Panel appointed by the Executive in accordance with the Supervisory Panel's terms of reference (as amended from time to time) and clause 15 for the purposes set out in these Bye-Laws.
Supervisory Panel Member	A person appointed by the Executive to sit on the Supervisory Panel, in accordance with clause 15. A Supervisory Panel Member has the right to vote in respect of decisions taken by the Supervisory Panel.
Temporary Code Membership	Code Membership for a temporary defined period to which an Applicant can be admitted by either the Applications Panel or the Executive, which will define the length of the temporary period applicable. Temporary Code Membership will automatically cease at the end of this period. Applicants admitted for a period of Temporary Code Membership are Code Members who agree to be bound by the obligations in the Code and the Bye-Laws.
Territory	The United Kingdom and Ireland.
Website	The Code internet site: www.recc.org.uk or such updated reference as may be notified to Code Members from time to time.

1.1 All words and expressions defined in the Articles and the Code shall have the same meaning in these Bye-Laws unless stated otherwise.

1.2 References to clauses are to the clauses of these Bye-Laws unless stated otherwise.

1.3 References to the singular include the plural and to the plural include the singular and references to one gender will include all other genders.

1.4 References to a statute or a statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.6 Unless the context otherwise requires, the terms "process", "personal data" and "data subject" used in these Bye-Laws, shall be interpreted and construed by reference to any Data Protection Laws relating to the security, confidentiality, protection or privacy of personal data.

2 Introduction

2.1 These Bye-Laws constitute a legally binding agreement between a Code Member and REAL whereby the Code Member agrees to be bound by the obligations set out in the Code, these Bye-Laws and any applicable Rules. Breaches of the Code and/or Bye-Laws by a Code Member may be addressed in accordance with the disciplinary procedure detailed in clauses 6 to 12 below and at law.

2.2 The Board may resolve to amend these Bye-Laws from time to time.

2.3 Any amendments to these Bye-Laws which affect the Code must be notified to the Supervisory Panel and CTSI in advance of the Board's resolution.

2.4 The latest version of these Bye-Laws and the Code will be published on the Website. The Executive will notify Code Members by email of modifications made to the Code and Bye-Laws, and the Code Member agrees to receive such emails and other communications about the Code and Bye-Laws.

2.5 These Bye-Laws relate only to the administration of the Code and not to any other scheme or code administered by REAL.

3 Becoming a Code Member

Applications

3.1 A person wishing to apply for Code Membership must submit a completed Application Form and the application fee to the Executive, thereby becoming an Applicant. The relevant application fees are either available on the Website or will be provided upon request to the Executive. The application fee is not refundable if the application is unsuccessful. Where the application is from a Connected Contractor, clause 3.2 will apply. Where the application involves a change of entity, clauses 3.3 to 3.4 will apply.

Application from a Connected Contractor

3.2 If an Applicant who is a Connected Contractor applies for Code Membership, the Applicant is required to give a Declaration in the Application Form that it is a Connected Contractor and provide such details as are requested by the Executive. The Executive may, in its discretion, require the Applicant to sign an Honouring Agreement in respect of the obligations of the current or former Code Member to whom the Applicant is a Connected Contractor.

Application following change of entity

3.3 If an existing Code Member wishes to transfer its Code Membership to a different company, with a different company number, or to a different individual or entity, this will be treated as a new application which will be dealt with in accordance with this clause 3. The Code Member wishing to apply for a transfer of Code Membership must submit a completed membership transfer Application Form along with the application fee to the Executive. The Code Member will be an Applicant for this purpose. A second Code Membership Fee will not be charged.

3.4 The Executive may, in its discretion, require the Applicant to sign an Honouring Agreement in respect of the existing Code Member's obligations.

Declarations

3.5 The Applicant or Code Member is required to inform the Executive promptly if any Declaration(s) it has given is no longer true or accurate. If it becomes apparent that any of the Declarations made by a Code Member in its application have not been made in good faith, or are false or misleading, this will trigger the disciplinary procedure (as set out in clauses 6 to 12) which may result in termination of Code Membership.

Review of applications

3.6 If an application is received whilst a direction made by the Applications Panel as described in clause 3.26 is ongoing, the Executive may reject the application without consideration.

3.7 All completed Application Forms will be subjected to a Due Diligence Check. The Applicant shall provide any documents reasonably requested by the Executive (or an Auditor on its behalf) when carrying out a Due Diligence Check.

Further explanation

3.8 Where an Applicant is unable to make the Declarations or to complete the self-assessment section contained within the Application Form, or has failed to sign an Honouring Agreement when requested to do so, or where the Executive considers that further consideration is required, the Applicant will be asked to provide an explanation as to the circumstances. The Executive will investigate these circumstances in order to decide whether they are material to the Applicant's application for Code Membership.

3.9 If, following the further explanation, the Executive is satisfied with the application, it will process the application in accordance with clause 3.11.

Where Executive not satisfied

3.10 Where the Executive is not entirely satisfied that the Applicant is compliant with, or is in a position to be compliant with, the Code, or is not entirely satisfied that none of the Circumstances for Refusing Code Membership apply, the Executive:

3.10.1 may refuse the application for Code Membership (and reject the Applicant as a Code Member) in which case the Executive will inform the Applicant of this, in accordance with clause 3.14. Clauses 3.27 and 3.28 will apply, unless the Applicant requests that the application be reconsidered by the Executive in accordance with clauses 3.15 to 3.18; or

3.10.2 where it considers in its discretion that it would be appropriate and the issues preventing the Executive from being entirely satisfied are minor:

3.10.2.1 may admit the Applicant as a Code Member for a defined period of Temporary Code Membership and subject to Conditions in accordance with clauses 3.20 to 3.25; or

3.10.2.2 may inform the Applicant that it will only be admitted as a Code Member if the Applicant provides the Executive with documents or information or takes certain actions specified by the Executive before the end of a deadline imposed by the Executive, failing which the application will be automatically refused and clauses 3.27 and 3.28 will apply; or

3.10.3 may refer the application to the Applications Panel for a decision, in which case no Applications Panel Reconsideration Fee is payable by the Applicant.

Satisfactory applications

3.11 Where all of the requirements of the application process have been met to the Executive's entire satisfaction, it will process the application. The Executive will consider whether, in its discretion, the Applicant is eligible to be invited to become an MCS Code Member. For all other Applicants, the Code Membership Fee will fall due and the Applicant must provide REAL with the Code Membership Fee in cleared funds.

3.12 Once an application has been processed, the Executive will write to the Applicant notifying it that its application has been successful and of its obligations as a Code Member, as set out in these Bye-Laws and the Code. For those Applicants whom the Executive has decided to invite to become MCS Code Members, the Executive will, in addition, invite the Applicant to commence its Code Membership as an MCS Code Member and ask the Applicant to confirm in writing (in such form as the Executive may prescribe) whether or not it wishes to become an MCS Code Member. Once REAL has received the Code Membership Fee in cleared funds, or received the requested written confirmation from the Applicant to become an MCS Code Member, the Executive will provide the Code Member with a Code Membership Certificate (which will confirm the Code Member's Code Membership Year) allocate it a Code Membership number and list the new Code Member on the Website and arrange for the Code Member to be listed on the CTSI's website and associated websites. The Applicant will become a Code Member on the date on which it is issued with a Code Membership Certificate. For the avoidance of doubt, a Code Member will not be a shareholder or voting member of REAL by virtue of becoming a Code Member.

Circumstances for Refusing Code Membership

3.13 The Circumstances for Refusing Code Membership include where:

3.13.1 the Applicant intends to offer Consumers the opportunity to benefit from Government incentives through its business and the Applicant is not in the process of becoming MCS certified at the date the application is made, and has not provided the Executive with an explanation satisfactory to the Executive;

3.13.2 the Applicant has not demonstrated that it has arrangements in place to ensure that Consumers who enter into a contract with the Applicant will receive an insurance policy to protect deposits, and provide an insurance backed warranty should the Applicant become insolvent or cease to trade; and has not provided an undertaking to make these arrangements as soon as practicable and within no longer than 1 month of becoming a Code Member, and has not provided the Executive with an explanation satisfactory to the Executive;

3.13.3 the Applicant, or any other business with which the Applicant or Individuals Closely Associated with it have been involved, at the date the application is made owes any monies to REAL incurred during a previous period of Code Membership;

3.13.4 the Applicant (where a sole trader) or its directors (where a company) or partners (where a partnership) has failed to provide photographic evidence to confirm their identity where requested to do so by the Executive;

3.13.5 in the past five years, the Applicant, or Individual(s) Closely Associated with it, have been involved with any business (including that of the Applicant itself) that has:

3.13.5.1 been the subject of the appointment of a receiver, liquidator, administrator, resolution for winding up, an arrangement with creditors or become insolvent or been dissolved;

3.13.5.2 had a complaint upheld against it, in part or in full, by the Advertising Standards Authority;

3.13.5.3 had a complaint upheld against it by the Information Commissioner's Office in relation to the Privacy and Electronic Communications Regulations 2003;

3.13.5.4 previously been a Code Member and has had its Code Membership terminated;

3.13.5.5 previously applied for and been refused Code Membership;

and, in each case, the Applicant has not provided the Executive with an explanation satisfactory to the Executive;

3.13.6 any condition of the Memorandum of Understanding applies to the Applicant at the point of application, and the Applicant has not provided the Executive with an explanation satisfactory to the Executive;

3.13.7 there are Court judgment(s) against the Applicant, Individual(s) Closely Associated with it, or any business with which they have been involved, and the Applicant has not provided the Executive with an explanation satisfactory to the Executive;

3.13.8 the Applicant or Individual(s) Closely Associated with it:

3.13.8.1 has previously been disqualified from acting as a company director; and/or

3.13.8.2 has been required to give undertakings under the Enterprise Act 2002 with reference to the Applicant or another business, whether or not in a related sector; and/or

3.13.8.3 is not a fit and proper person to be granted Code Membership, judged from the point of view of a reasonable third party with knowledge of Code Members' obligations under the Code and Bye-Laws;

and, in each case, the Applicant has not provided the Executive with an explanation satisfactory to the Executive;

3.13.9 Consumers have in the past been (or are currently being) adversely affected by an Applicant or Individual(s) Closely Associated with an Applicant, or any business with which they have been involved;

3.13.10 false or misleading Declarations or statements have been given on the Application Form or in correspondence with the Executive, or the Applicant has failed to confirm any of the Declarations on the Application Form and has not provided the Executive with an explanation satisfactory to the Executive;

3.13.11 there is reasonable evidence to suggest that admission of the Applicant would be likely to bring the Code into disrepute;

3.13.12 there is evidence that the Applicant is not compliant, and is not in a position to be compliant, with the key elements of the Code set out in the Compliance Check part of the Application Form;

3.13.13 the Applicant intends to appoint as director, partner or senior staff member (regardless of job title) a person, the appointment of whom would mean that any of these Circumstances for Refusing Code Membership would apply to the Applicant, and the Applicant has not provided the Executive with an explanation satisfactory to the Executive; and/or

3.13.14 the Executive has determined that it requires the Applicant to sign an Honouring Agreement, and the Applicant has failed to do so and has not provided the Executive with an explanation satisfactory to the Executive.

Reconsideration by Applications Panel and payment of Applications Panel Reconsideration Fee

3.14 If the Executive decides to refuse an application in accordance with clause 3.10.1, the Executive will write to the Applicant to inform it of this decision. The communication from the Executive will:

3.14.1 detail why the Executive is not entirely satisfied that the Applicant is compliant with, or is in a position to be compliant with, the Code, or is not entirely satisfied that none of the Circumstances for Refusing Code Membership apply;

3.14.2 inform the Applicant that it may elect to request the Applications Panel to reconsider the decision; and

3.14.3 provide details of the Applications Panel Reconsideration Fee.

3.15 In order for its application to be reconsidered by the Applications Panel, the Applicant must, within 14 Days of the date of the Executive's communication in clause 3.14, make a request for reconsideration in writing to the Executive. If the Applicant does not make a request for reconsideration in accordance with the requirements in this clause 3.15, clauses 3.27 and 3.28 will apply.

3.16 Upon receipt of the Applicant's request for reconsideration, the Executive will provide the Applicant with an invoice for the Applications Panel Reconsideration Fee. The Applicant must pay the invoice by the Due Date (which will be no less than 14 Days from the date of the invoice).

3.17 Where the Applicant fails to pay the invoice for the Applications Panel Reconsideration Fee by the Due Date, the Executive's decision to refuse the Applicant's application shall stand, and clauses 3.27 and 3.28 will apply.

3.18 Where the Applicant pays the invoice for the Applications Panel Reconsideration Fee by the Due Date, the Executive will refer the application to the Applications Panel.

Decisions of Applications Panel

3.19 Where an application has been referred to the Applications Panel the Applications Panel shall make a decision in writing as to whether the Applicant shall be admitted as a Code Member, taking into account the provisions of clause 3.13. The Applications Panel shall conduct itself in accordance with these Bye-Laws and the Applications Panel Rules. Based on these considerations, the Applications Panel will decide whether the Applicant should be:

3.19.1 admitted as a Code Member, in which case clause 3.12 will apply; or

3.19.2 admitted as a Code Member for a defined period of Temporary Code Membership and subject to Conditions in accordance with clauses 3.20 to 3.25; or

3.19.3 informed that it will only be admitted as a Code Member if the Applicant provides the Executive with documents or information or takes certain actions specified by the Applications Panel before the end of a deadline imposed by the Applications Panel, failing which the application will be automatically rejected and clauses 3.24 and 3.25 will apply; or

3.19.4 rejected as a Code Member, in which case the provisions of clauses 3.27 and 3.28 will apply, and clause 3.26 may apply if the Applications Panel so directs.

Temporary Code Membership and Conditions

3.20 Where the Applications Panel admits the Applicant as a Code Member for a defined period of Temporary Code Membership and subject to Conditions, the Conditions should be imposed in accordance with the Applications Panel Rules. The Applications Panel may direct that the fact that the Code Member is subject to Conditions may be published on the Website. The Applications Panel may also direct that an Applicant admitted as a Code Member for a defined period of Temporary Code Membership may have its Code Membership immediately terminated by the Executive as an administrative matter during the period of Temporary Code Membership where the Code Member does not comply with the Conditions within any timeframe set by the Applications Panel.

3.21 Where the Executive admits the Applicant as a Code Member for a defined period of Temporary Code Membership and subject to Conditions, any Conditions will address the minor issues which prevented the Executive from being entirely satisfied in accordance with clause 3.10. The Executive will set a reasonable time-frame within which compliance with each Condition must be achieved. This time-frame may be shorter than or the same length as the period of Temporary Code Membership. An Applicant admitted as a Code Member for a defined period of Temporary Code Membership may have its Code Membership immediately terminated by the Executive as an administrative matter during the period of Temporary Code Membership where the Code Member does not comply with the Conditions within any timeframe set by

the Executive.

3.22 During any period of Temporary Code Membership, the Executive will keep the conduct of the Code Member under review and may refer to any information gathered during this period in relation to any renewed application for Code Membership made in accordance with clauses 3.1 and 3.25.

3.23 Clause 3.12 will apply to Code Members admitted for a period of Temporary Code Membership except that any Code Membership Certificate issued to the Code Member will specify the defined period of Temporary Code Membership which is to apply.

3.24 At the end of the defined period of Temporary Code Membership, Code Membership will automatically lapse and the Code Member will cease to be a Code Member.

3.25 Code Members or Applicants wishing to make a renewed application for Code Membership who are currently, or have previously been, admitted for a defined period of Temporary Code Membership must confirm in their renewed application that any Conditions have been complied with. The Executive will accept the submission of renewed applications for Code Membership from such Code Members from 28 Days before the end of their period of Temporary Code Membership. Once a renewed application has been submitted, the Executive will deal with it as a new application in accordance with this clause 3. Where a Code Member makes a renewed application for Code Membership before the end of its period of Temporary Code Membership, and that application is not processed by the Executive before the date on which the Temporary Code Membership will automatically lapse, the Applicant will remain a Code Member until a final decision is made on that application by the Executive or the Applications Panel.

Rejection of Code Membership

3.26 Where the Applications Panel decides that an Applicant's application for Code Membership should be rejected in accordance with clause 3.19.4, the Applications Panel may direct a reasonable period of time in which renewed applications from the Applicant will not be considered by the Executive. Once any period of time directed by the Applications Panel has expired, the Executive will consider any renewed application.

3.27 Where an Applicant's application for Code Membership is rejected, whether by the Applications Panel or the Executive, the Executive may share the fact of the rejection and any decision of the Applications Panel, with the CTSI and any other code sponsor whose code has been approved under CTSI's CCAS.

3.28 There is no right of appeal against the rejection of an application for Code Membership, other than a request for reconsideration by the Applications Panel, which is only available to an Applicant following a refusal of an application by the Executive pursuant to clause 3.10.1. Subject to any direction the Applications Panel may make in accordance with clause 3.26, Applicants are not barred from re-applying for Code Membership as appropriate in the future. Any such re-application will be subject to the processes set out in this clause 3.

4 Obligations of Code Members

4.1 In addition to the obligations set out in this clause 4 and these Bye-Laws generally, Code Members will comply with the obligations set out in the Code.

4.2 **Code Membership Fees and other fees (not applicable to MCS Code Members)**

4.2.1 This clause 4.2 does not apply to MCS Code Members.

4.2.2 The Executive may, at its discretion, adjust the Code Membership Fees and any other fees payable by Code Members. The relevant Code Membership Fees and any other fees payable by Code Members are either available on the Website or will be provided upon request to the Executive.

4.2.3 The Executive will submit an invoice to each Code Member for its Code Membership Fee on an annual basis or once an application has been processed in accordance with clause 3.11.

4.2.4 The Code Membership Fee will be charged annually in one of the following ways, at the option of the Executive:

4.2.4.1 Calendar year basis: In the first calendar year in which an Applicant becomes a Code Member the Code Membership Fee will be pro-rated based on the remaining months in that calendar year. The Code Membership Year will run from the date on which the Code Member is issued with a Code Membership Certificate until 31 December of that year, subject to clause 3.12. In subsequent years, the Code Membership Year will run from 1 January to 31 December; or

4.2.4.2 Twelve-monthly basis: the entire Code Membership Fee will be charged and the Code Membership Year will run from the date on which the Code Member is issued with a Code Membership Certificate for the following 12 months, subject to clause 3.12.

4.2.5 Code Members will pay the Code Membership Fee by the Due Date at the latest. If a Code Member fails to pay its Code Membership Fee by the Due Date, the Executive will be entitled to terminate the Code Member's Code Membership and remove the Code Member from its Website and arrange for the Code Member to be removed from the CTSI's website and associated websites. Clause 14 will apply.

4.2.6 The Code Membership Fee applicable to each Code Member is based on:

4.2.6.1 the category which represents the total number of the Code Member's Personnel involved in the Energy Generator business. In this context "Personnel" means any worker or employee involved in the Energy Generator business, including in sales, installation and/or administration. In this context, "Personnel" includes those providing services for the Code Member, even if those individuals are self-employed; and/or

4.2.6.2 the business model operated by the Code Member, including whether or not the Code Member is also an Assignment of Rights Investor.

The relevant membership categories will be published on the Website.

4.2.7 Code Members are required to keep the Executive updated as to which Code Membership category applies to them. If the relevant number of Personnel has changed such that the applicable category has also changed, the Code Member is required to update the Executive promptly and at the latest when it receives the invoice for its Code Membership Fee. The Executive will issue a revised invoice for any change. The Code Membership category applicable to the Code Member will be displayed on the Code Membership Certificate and the Website.

4.2.8 The accuracy of the Code Membership category applied to the Code Member will be verified as part of Audit. Where (as a result of Audit or otherwise) it is found that an incorrect Code Membership category has been applied to a Code Member, which has resulted in the Code Member paying a lower membership fee, the Executive will submit an additional invoice for the balance to the Code Member, which must be paid by the Due Date at the latest.

4.2.9 In exceptional circumstances, and at its discretion, the Executive may agree with a Code Member to allow staged payments of the Code Membership Fee, subject to the addition of reasonable service or interest costs as may be agreed. Any such staged payments must be paid by the date specified by the Executive, failing that the entire balance of the Code Membership Fee will become payable immediately.

4.3 **MCS Code Members**

4.3.1 This clause 4.3 only applies to MCS Code Members.

4.3.2 The provisions of these Bye-Laws which refer to the Code Membership Fee do not apply to MCS Code Members.

4.3.3 An MCS Code Member is a category of Code Member to whom the Code and Bye-Laws apply, except as otherwise specified in these Bye-Laws.

4.3.4 Code Membership for MCS Code Members will be funded through an arrangement between REAL and the MCS Service Company, whereby REAL will receive a percentage of the per-installation fee payable to the MCS Service Company for each installation registered by the MCS Code Member.

4.3.5 A Code Member will only be eligible to be an MCS Code Member at the Executive's discretion.

4.3.6 Where the Executive from time to time considers an Applicant or Code Member to be eligible to be invited to become an MCS Code Member, it will ask that Applicant or Code Member to confirm in writing (in such form and by such deadline as the Executive may prescribe) whether or not it wishes to become an MCS Code Member for the Code Membership Year specified by the Executive. Provided the requested written confirmation is received by the Executive on or before the deadline, the Applicant or Code Member will become an MCS Code Member for the specified Code Membership Year. The MCS Code Member will not be required to pay a Code Membership Fee and instead the arrangements in clause 4.3.4 will apply to fund Code Membership.

4.3.7 MCS Code Members will, within 10 Days of a relevant installation being commissioned:

4.3.7.1 register the installation on the MCS database; and

4.3.7.2 pay the relevant registration fee to the MCS Service Company.

4.3.8 If an MCS Code Member fails to comply with clause 4.3.6, the Executive will be entitled to terminate the MCS Code Member's Code Membership and remove the MCS Code Member from its Website and arrange for the MCS Code Member to be removed from the CTSI's website and associated websites. Clause 14 will apply.

4.4 **AOR-funded Installation Fee payable by Assignment of Rights Investors only**

4.4.1 This clause 4.4 only applies to Assignment of Rights Investors.

4.4.2 The Executive may require Assignment of Rights Investors to pay an AOR Installation Fee per AOR-funded Installation.

4.4.3 The Executive shall publish the following on the Website:

4.4.3.1 eligibility criteria for Assignment of Rights Investors who will be required to pay the AOR Installation Fee;

4.4.3.2 the AOR Installation Fee; and

4.4.3.3 reporting requirements for Assignment of Rights Investors to inform the Executive of the number of AOR-funded Installations it has funded.

4.4.4 The Executive may, at its discretion, adjust the AOR Installation Fee and eligibility criteria.

4.4.5 Once the Executive has published the details in clause 4.4.3 above on the Website, each Assignment of Rights Investor will be required to:

4.4.5.1 comply with this clause 4.4;

4.4.5.2 report to the Executive on the number of AOR-funded Installations it has funded in accordance with the published reporting requirements; and

4.4.5.3 pay the AOR Installation Fee where invoiced by the Executive. Such invoices must be paid by the Due Date at the latest.

4.4.6 If an Assignment of Rights Investor fails to pay its AOR Installation Fee by the Due Date, the Executive will be entitled to terminate the Assignment of Rights Investor's Code Membership and remove them as a Code Member from its Website and arrange for them to be removed from the CTSI's website and associated websites. Clause 14 will apply.

4.5 **Renewals**

4.5.1 With the exception of Temporary Code Membership, which is governed by clauses 3.20 to 3.25, a Code Member's Code Membership will continue unless:

4.5.1.1 the Executive accepts its resignation made in accordance with clause 4.16; or

4.5.1.2 the Executive receives written confirmation from the Code Member before the end of its Code Membership Year that it will not be renewing its Code Membership, in which case its Code Membership will lapse at the end of the Code Membership Year; or

4.5.1.3 the Executive has not received the Code Member's Code Membership Fee for its next Code Membership Year by the last day of its current Code Membership Year, at which point the Executive will terminate the Code Member's Code Membership; or

4.5.1.4 in the case of MCS Code Members only (to whom clauses 4.5.1.2 and 4.5.1.3 do not apply), the MCS Code Member has not provided the requested written confirmation that it wishes to become, or continue to be, an MCS Code Member for the Code Membership Year by the deadline prescribed by the Executive in accordance with clause 4.3.6; or

4.5.1.5 Code Membership is terminated in accordance with clause 14.

4.6 **Code Member's change of name**

4.6.1 If a Code Member wishes to change its company or business name, the Code Member must send to the Executive a completed change of name form. The Code Member may be asked to make Declarations to the Executive in connection with the change of name.

4.6.2 The change of name will be changed on the Executive's database from the date that the Executive notifies the Code Member in writing that the name change has been processed. The renamed Code Member's Code Membership will continue using the same Code Membership number and a second Code Membership Fee will not be charged. A new Code Membership Certificate will be issued to the Code Member.

4.7 **Code Membership Certificates**

4.7.1 A Code Membership Certificate will be issued to a Code Member in accordance with clause 3.12 or 3.23 on becoming a Code Member. For existing Code Members who have renewed their Code Membership, the Code Membership Certificate will be issued annually on receipt of the Code Membership Fee or, for MCS Code Members only, a Code Membership Certificate will be issued annually on receipt of the requested written confirmation that it wishes to become an MCS Code Member for the Code Membership Year by the deadline prescribed by the Executive in accordance with clause 4.3.6.

4.7.2 A Code Membership Certificate will be valid only when signed by the Executive.

4.7.3 Code Members must make available a current valid Code Membership Certificate as evidence of Code Membership for the MCS assessor, and Consumers.

4.8 **Provision of information to the Executive and Declarations**

4.8.1 Code Members are required to keep the Executive informed in relation to:

4.8.1.1 changes to their Code Membership category in accordance with clause 4.2.7 above;

4.8.1.2 changes to the Code Member's directors listed at Companies House;

4.8.1.3 changes to the Code Member's MCS certification status;

4.8.1.4 changes to the Code Member's Ofgem Registered Investor status (where applicable);

4.8.1.5 any changes or proposed changes to the type of entity that constitutes the Code Member, for example changes from a sole trader to a limited company or partnership or other type of entity, in which case the Code Member must make an application in accordance with clause 3.3; and

4.8.1.6 the truth and accuracy of any Declaration(s) provided by the Code Member as part of the application process in accordance with clause 3 above, or otherwise provided during its Code Membership. If it becomes apparent that any of the Declarations made by a Code Member have not been made in good faith, or are false or misleading, this will trigger the disciplinary procedure (as set out in clauses 6 to 12) which may result in termination of Code Membership.

4.8.2 Code Members agree to provide the Executive with such information as it may reasonably request in relation to the branches, offices or premises from which it trades, including contact details and address information.

4.9 **Use of logos**

4.9.1 Code Members must use the Logo and the CTSI logo on all Consumer facing marketing material, including their websites.

4.9.2 Code Members must use the Logo on all contractual documentation provided to Consumers.

4.9.3 Code Members will use the Logo and the CTSI logo only in accordance with the most recently published guidelines, issued by REAL and CTSI from time to time and available on the Website.

4.9.4 If Code Members are entitled to use any other logos, they must also follow the conditions of use of such logos, so long as there is no conflict with these Bye-Laws.

4.10 **Consumer Protection**

4.10.1 Code Members will take all reasonable steps to promote the benefits of the Code to Consumers and will not mislead them in any way as to their Code Membership.

4.10.2 Code Members must follow appropriate business practices and procedures to make sure they can meet their responsibilities to Consumers. This includes making sure they have sufficient financial resources and staff to carry out any contracts for buying or leasing Energy Generators and/or Related Products agreed with Consumers.

4.10.3 Code Members will at all times maintain appropriate insurance to cover potential liability to Consumers or third parties which may be caused by any of their activities in supplying Energy Generators to Consumers. The insurance must be adequate to cover any liabilities which might reasonably be expected to arise from their activities but must not be less than two million pounds for each incident. Code Members must make available to Consumers and the Executive upon request full details of the insurance cover including the name and address of the provider and any limitations of cover.

4.10.4 Code Members who take deposits from Consumers must have an insurance-policy in place to protect deposits, and to provide an insurance backed workmanship warranty for Consumers in the event of a fault arising in the Energy Generator should the Code Member become insolvent or cease to trade. Should a Code Member fail to comply with this clause 4.10.4 the Executive will be entitled to terminate its Code Membership.

4.10.5 The obligations of Code Members in paragraphs 4.10.3 and 4.10.4 in relation to insurance will also apply to Related Products, where such insurance is available for Related Products.

4.10.6 Code Members will only offer credit or hire purchase to Consumers or recommend specific credit arrangements if the Code Member is authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority and holds the appropriate permissions for regulated credit activities (or if an exemption from regulation applies) and if the Code Member conforms to all applicable Acts, Regulations and rules and guidance of the Financial Conduct Authority that relate to the provision of regulated credit. It is the Code Member's responsibility to ensure that it has the required permissions to cover its activities or that it falls within an exemption to consumer credit legislation.

4.10.7 Code Members must comply with their obligations under the Data Protection Laws. Code Members must ensure that data subjects are informed, in accordance with clause 19.5 that information about them may be passed to the Executive and its Auditors as part of Monitoring and that the Auditors may contact the data subjects directly.

4.11 **Compliance with the Code**

4.11.1 Code Members will comply with the latest version of the Code.

4.11.2 Code Members will not make any statements, whether oral or in writing, in print or on the internet, designed to bring, or which may have the effect of bringing, the Code into disrepute.

4.11.3 Code Members will ensure that all Personnel and any other individuals who act on their behalf:

4.11.3.1 have been informed of the requirements of the Code and the responsibilities placed upon these persons by the Code; and

4.11.3.2 have been effectively trained on the requirements of the Code; and

4.11.3.3 comply with the Code.

4.11.4 Code Members' compliance with the Code may be checked by Mystery Shopping and/or Mystery Training. Code Members agree to being subject to Mystery Shopping and Mystery Training, and will ensure that all Personnel and any other individuals who act on their behalf are informed that they may be subject to Mystery Shopping and Mystery Training, and that personal data of individuals may be collected as part of being Mystery Shopped or Mystery Trained, for the purpose of checking the Code Member's compliance with the Code.

4.11.5 If Code Members purchase, or otherwise obtain, sales leads or contracts from third party organisations, individuals or websites, Code Members are responsible for ensuring that the organisations, individuals or those running the websites have been trained in, and have complied with, all the relevant requirements of the Code. If the third party organisations, individuals or websites do not comply with the relevant requirements of the Code, the Code Member will be responsible and the matter will be dealt with in accordance with the disciplinary procedure as described in clauses 6 to 12 below.

4.11.6 Code Members will include full compliance with the Code as an explicit condition of any agreement between them and a Personnel or third party relating to any marketing, sale, lease, contracting, supply, installation, operation, after sales service or maintenance of Energy Generators and Related Products. Code Members will be liable for the actions of any such Personnel or third party that breach the Code.

4.11.7 If the Executive is unable to contact a Code Member or if the Code Member fails to provide a written response within 28 Days of a request from the Executive for a written response, the Executive will be entitled to terminate the Code Member’s Code Membership. Clause 14 will apply.

4.11.8 Where a Code Member intends to offer Consumers the opportunity to benefit from Government incentives through its business and fails to become certified to the relevant MCS installer standards within 3 months of receiving notification of its Code Membership in accordance with clause 3.12, or subsequently ceases to be MCS certified, and has not provided an explanation acceptable to the Executive for failing to become or ceasing to be MCS certified, the Executive will be entitled to terminate the Code Member's Code Membership. Clause 14 will apply.

4.11.9 Where an Assignment of Rights Investor fails to become an Ofgem Registered Investor within 6 months of being approved by the Executive as an Assignment of Rights Investor, or subsequently ceases to be an Ofgem Registered Investor, and has not provided an explanation acceptable to the Executive for failing to become or ceasing to be an Ofgem Registered Investor, the Executive will be entitled to terminate the Code Member's Code Membership. Clause 14 will apply.

4.11.10 The Executive may identify the Code Member's MCS certification status and/or Ofgem Registered Investor status on the Website.

4.12 **Dispute Resolution Process**

4.12.1 The Dispute Resolution Process is set out in the Code and on the Website as supplemented by this clause 4.12. At all stages of the Dispute Resolution Process, Code Members will co-operate fully with the Executive and the Appointed ADR Provider.

4.12.2 Where the Code Member or the Executive or the Appointed ADR Provider is notified by whatever means of a Complaint by a Consumer against the Code Member, they will each act in accordance with the Dispute Resolution Process. In accordance with clause 14.5, the Code Member will be obliged to comply with its obligations in these Bye-Laws in relation to any such Complaint, notwithstanding the end of Code Membership.

4.12.3 For the avoidance of doubt, the disciplinary procedures in clauses 6 to 12 are separate and distinct from the Dispute Resolution Process in the Code and in this clause 4.12. Complaints being dealt with in accordance with the Dispute Resolution Process may or may not suggest a potential breach of the Code or Bye-Laws or Consent Order or Conditions. Code Members must continue to comply with the Dispute Resolution Process whilst disciplinary procedures in accordance with clauses 6 to 12 are ongoing.

4.12.4 There are two phases to the Dispute Resolution Process as follows:

4.12.4.1 Phase one: 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 in line with the Dispute Resolution Process; and

4.12.4.2 Phase two: where a Consumer's Complaint has not been resolved directly by the Code Member in accordance with phase one and the Consumer seeks to resolve the Complaint with the involvement of the Appointed ADR Provider.

4.12.5 The Appointed ADR Provider may, at its sole discretion, accept and register a Complaint directly from a Consumer where the Consumer has given the Code Member a reasonable opportunity to resolve the Complaint, and in line with the Rules of the Appointed ADR Provider. Upon receiving a Complaint, the Appointed ADR Provider will check that the Consumer has notified the Code Member of their Complaint and that the requirements of this clause 4.12.5 apply before registering the Complaint. The Appointed ADR Provider may, at its sole discretion, refuse to accept a Complaint in accordance with the Rules of the

Appointed ADR Provider.

4.12.6 The process for a referral to the Appointed ADR Provider is set out in the Code and in the Rules of the Appointed ADR Provider, as supplemented by these Bye-Laws. Code Members agree to comply with the Rules of The Appointed ADR Provider. Code Members will first try and work with the Code Member and the Consumer to resolve the Complaint informally. If a resolution is agreed at this stage, it will be confirmed in writing and be binding on the Code Member (referred to in this clause 4.12 as an Agreed Resolution). If this is not successful, the Complaint will be reviewed by an adjudicator who will make a decision on how to resolve the Complaint (referred to in this clause 4.12 as a Determination). Once agreed by a Consumer, a Determination will be binding on a Code Member.

4.12.7 Where a Consumer requests that an unresolved Complaint be handled by the Appointed ADR Provider, and the Appointed ADR Provider registers the Complaint, the Code Member shall accede to the request, pay any relevant fees, participate in the process, and respond to and co- operate with the Appointed ADR Provider as requested. Where a Consumer accepts the Determination of the Appointed ADR Provider, or where an Agreed Resolution has been reached between the Consumer and the Code Member with the assistance of the Appointed ADR Provider, the Code Member must comply with the Determination or Agreed Resolution. In such cases the Code Member must provide the Executive with evidence of its compliance with the decision within the timeframe for compliance set by the Appointed ADR Provider.

Neither the Executive nor the Appointed ADR Provider will charge a Consumer any fees for using the Appointed ADR Provider.

In cases where a Complaint has been handled through adjudication, the Appointed ADR Provider will charge a Code Member a fee for the use of the Appointed ADR Provider. Where such a fee is payable, REAL will raise an invoice and send it to the Code Member and the Code Member will pay such invoices by the Due Date.

4.12.8 Once the Code Member has been notified by the Executive and/or the Appointed ADR Provider that a Complaint has been registered in accordance with clause 4.12.6, a complaint administration fee for each Complaint, payable by the Code Member, may be incurred. The circumstances in which a complaint administration fee will become payable will be published on the Website. Where a complaint administration fee is payable, REAL will raise an invoice and send it to the Code Member. The Code Member will pay such invoices by the Due Date.

4.12.9 The Dispute Resolution Process is intended to provide a method of complaint resolution without the need for court action or the involvement of lawyers. The Code Member's Primary Contact is responsible for communicating with the Executive and the Appointed ADR Provider about Complaints, or for delegating this responsibility appropriately. The Executive may decline to communicate with a Code Member or Consumer's lawyers about Complaints under the Dispute Resolution Process.

4.12.10 The Appointed ADR Provider will share details of a Complaint with the Executive. The Executive may, if it considers it necessary, share details of a

Complaint against a Code Member as detailed in clause 5.

4.12.11 Agreed Resolutions and Determinations issued by the Appointed ADR Provider may be shared by the Executive with the Supervisory Panel, Applications Panel and/or the Non-Compliance Panel, including as evidence in relation to disciplinary procedures under clauses 6 to 12.

4.12.12 Unresolved complaints from Micro-Business Consumers are handled in accordance with the Arbitration Service for Micro-Business Consumers in clause 4.13 below.

4.12.13 Once the Approved ADR Provider has registered a Consumer's Complaint in accordance with this clause 4.12, the Code Member will not be permitted to resign from Code Membership until such time as:

4.12.13.1 an Agreed Resolution has been reached, or a Determination has been issued by an adjudicator and that Determination has been accepted by the Consumer, and the Code Member has complied with the Agreed Resolution or Determination; or

4.12.13.2 the Complaint is otherwise closed by the Appointed ADR Provider.

Should the Code Member's Code Membership come to an end for any reason after the Complaint has been registered with the Appointed ADR Provider, the Code Member is obliged to comply with its obligations in these Bye- Laws in relation to any such Complaint, notwithstanding the end of Code Membership.

4.12.14 Where a Code Member fails to pay (or otherwise comply with) an Agreed Resolution or Determination made against it by the date on which payment or compliance was due, the Executive will send a written reminder to the Code Member setting out the details of the Agreed Resolution or Determination and that Code Membership may be terminated with immediate effect if full payment or compliance is not forthcoming within 14 Days of the date of the written reminder.

4.12.15 Where a Code Member's Code Membership comes to an end, its obligations in this clause 4.12 in relation to Complaints regarding circumstances which arose during, or contracts entered into between a Consumer and the Code Member during, its time as a Code Member and, as appropriate, the Arbitration Service for Micro-Business Consumers in clause 4.13 in relation to any such Complaint, will continue, notwithstanding the end of Code Membership.

4.13 **Arbitration Service for Micro-Business Consumers**

4.13.1 The Arbitration Service for Micro-Business Consumers is set out in the Rules of the Renewable Energy Consumer Code Arbitration Service for Micro-Business Disputes and in these Bye-Laws.

4.13.2 The Executive will provide written confirmation to the Code Member where it has informed a Micro-Business Consumer that its unresolved complaint can be passed to the Arbitration Service for Micro-Business Consumers. Where a Micro-Business Consumer requests that an unresolved complaint be

passed to the Arbitration Service for Micro-Business Consumers, the Code Member shall accede to the request, pay any relevant fees, participate in the process, co-operate with the arbitrator and comply with the arbitration award.

4.13.3 An "unresolved complaint" in this context is a complaint which the Micro-Business Consumer has registered with the Executive. In order for such a complaint to be registered by the Executive, the Micro-Business Consumer must provide evidence of how they have made every effort to resolve the complaint with the Code Member directly before requesting arbitration.

4.13.4 The arbitration shall be carried out in accordance with the Rules of the Renewable Energy Consumer Code Arbitration Service for Micro- Business Disputes as may be amended from time to time by the Executive at its discretion with the agreement of the Arbitration Service for Micro-Business Consumers provider, the Supervisory Panel and CTSI. Code Members agree to comply with the Rules of the Renewable Energy Consumer Code Arbitration Service for Micro-Business Disputes.

4.13.5 For each unresolved complaint passed to the Arbitration Service for Micro-Business Consumers, the Micro-Business Consumer and the Code Member are required to pay registration fees.

4.13.6 Once a Micro-Business Consumer has requested that an unresolved complaint be passed to the Arbitration Service for Micro-Business Consumers in accordance with this clause 4.13, the Code Member will not be permitted to resign from Code Membership until such time as the application for arbitration has been acknowledged by the Arbitration Service for Micro-Business Consumers provider.

4.13.7 Awards issued by the arbitrator following an arbitration in accordance with the Arbitration Service for Micro-Business Consumers may be shared by the Executive with the Supervisory Panel and/or the Non-Compliance Panel, including as evidence in relation to disciplinary procedures under clauses 6 to 12.

4.14 **Monitoring including Audits**

4.14.1 The Executive is required by the CTSI to undertake Monitoring in order to ensure that Code Members are compliant with the Code. Monitoring will be undertaken in line with guidance provided by the Executive from time to time and available on the Website. The strategy for Monitoring will be agreed by the Executive with the CTSI each year and will comply with the CTSI's core criteria for CCAS approved codes.

4.14.2 All Code Members agree to co-operate fully with Monitoring.

4.14.3 All Code Members are eligible for, and agree to undergo, Audit at any time during business hours on reasonable notice. Code Members are selected for Audit in accordance with the following methods:

4.14.3.1 Random selection of Code Members that have not been Audited in the past 5 years; and/or

4.14.3.2 Code Members against which the Executive has registered a

Complaint or Feedback during the preceding 12 months regardless of the outcome of the Complaint or Feedback or whether any potential breach of the Code is or was involved; and/or

4.14.3.3 Code Members against which the Executive has registered information relevant to their compliance with the Code and/or Bye-Laws regardless of whether such information relates to a potential breach of the Code and/or the Bye-Laws by a Code Member.

4.14.4 Code Members will co-operate fully with any request for Audit and any Audit carried out. Code Members will ensure that all Personnel and any other individuals who act on their behalf also co-operate fully and provide all reasonable assistance to Auditor(s) and/or the Executive conducting an Audit.

4.14.5 Code Members shall give the Auditor(s) access to their premises for the purposes of a site-based Audit on reasonable notice during business hours.

4.14.6 If a site-based Audit of which reasonable notice has been given is cancelled at the request of the Code Member at short notice, the Executive shall be entitled to charge the Code Member for any costs already incurred by the Auditor(s) in connection with the Audit, including travel and subsistence costs.

4.14.7 The Executive will assess the results of the Audit to see whether they indicate any areas of non-compliance with the Code.

4.14.8 The Executive will write to the Code Member to inform them of the results of the Audit, and will set out any follow-up actions required in order for the Code Member to achieve full compliance, and a timescale in which the Code Member must complete these follow-up actions.

4.14.9 Where:

4.14.9.1 the Code Member fails to comply with clauses 4.14.5 or 4.14.6; and/or

4.14.9.2 the Code Member fails to complete follow-up actions required under clause 4.14.9 within the timescale set by the Executive; and/or

4.14.9.3 the results of the Audit indicate a significant number of areas of non-compliance with the Code and/ or

4.14.9.4 the results of the Audit highlight an area(s) of significant concern to the Executive

the matter may be dealt with by the Executive in accordance with the disciplinary procedures in clauses 6 to 12 below.

4.14.10 The Executive may terminate the Code Member's Code Membership where the Code Member fails to comply with any of the following obligations for more than 28 Days after the original deadline set by the Executive or Auditor(s) (as appropriate):

4.14.10.1 fails to comply with clause 4.14.4; and/or

4.14.10.2 fails to respond to the Executive's request for an Audit; and/or

4.14.10.3 fails to produce documentation requested by the Auditor(s); and/or

4.14.10.4 fails to make the necessary representatives of the Code Member available for the Audit; and/or

4.14.10.5 fails to permit the Auditor(s) access to the Code Member's premises in accordance with clause 4.14.5.

4.15 **Primary Authority Agreement**

4.15.1 The Executive shall maintain a coordinated primary authority agreement on behalf of Code Members in accordance with Part II of the Regulatory Enforcement and Sanctions Act 2008. Details of the coordinated primary authority agreement will be maintained on the Website.

4.15.2 On becoming a Code Member, the Executive will send written notice confirming that the Code Member is a member of the regulated group for the purposes of the primary authority agreement. A Code Member may, at any time, make a request to be removed from the regulated group on 14 Days' written notice to the Executive.

4.16 **Resignation from Code Membership**

4.16.1 Subject to clauses 4.12.13 and 4.13.6 above, this clause 4.16, and clauses 8.8 and 9.3 below, a Code Member may resign from Code Membership on 14 Days' written notice to the Executive. The Executive may refuse to accept such resignation if: this is desirable in the interests of consumer protection and/ or fundamental to the Executive's role administering a CTSI Code, for example if the Executive is aware that a Consumer has registered or is shortly to register a Complaint with the Appointed ADR Provider to be handled in accordance with the Dispute Resolution Process, or if the Code Member has been allocated for Audit. The provisions of clause 14 shall apply to any Code Member whose resignation from Code Membership is accepted by the Executive.

4.16.2 Where a Code Member resigns from Code Membership once the Code Membership Fee has already been paid, the Code Membership Fee (or any part thereof) will not be refundable.

5 Information registered by the Executive

5.1 The Executive may register information received relevant to a Code Member's compliance with the Code and/or the Bye-Laws and/or the Conditions and/or Consent Order from any source including but not limited to:

5.1.1 the Application Form and information provided by Applicants;

5.1.2 Complaints;

5.1.3 the Dispute Resolution Process;

5.1.4 complaints from Micro-Business Consumers;

5.1.5 Feedback;

5.1.6 an analysis of Complaint outcomes under the Dispute Resolution Process;

5.1.7 Audits;

5.1.8 Compliance Checks;

5.1.9 Due Diligence Checks;

5.1.10 the results of Consumer Satisfaction Questionnaires;

5.1.11 Mystery Shopping;

5.1.12 Mystery Training;

5.1.13 Citizens Advice, Trading Standards Departments, the Advertising Standards Authority, Courts or tribunals, Financial Conduct Authority, Companies Investigation Branch, Scam Busters;

5.1.14 publicly available information including media reports;

5.1.15 the MCS Service Company, MCS Certification Bodies;

5.1.16 Ofgem;

5.1.17 any other code sponsor whose code has been approved under CTSI's CCAS; and/or

5.1.18 other Code Members.

5.2 The Executive shall register any such information received on its database if it considers it appropriate.

5.3 Such information may or may not relate to, or suggest, a potential breach of the Code and/or the Bye-Laws and/or the Conditions and/or Consent Order by a Code Member.

5.4 Following any investigation, the information and evidence may remain registered on the database.

Sharing of information

5.5 The Executive may, if it considers it necessary, share information received in accordance with clauses 4.14 and 5.1 together with details of a Code Member or Consumer with: the Code Member concerned, the Panels, the MCS Service Company or MCS Certification Bodies, the CTSI, any code sponsor whose code has been approved under CTSI's CCAS, Trustmark or Trustmark Scheme Providers, relevant Trading Standards Departments, Financial Conduct Authority, Ofgem, E-Serve, and/or the Companies Investigation Branch or as otherwise required by law or in the interests of consumer protection.

5.6 Where the Executive shares any such information, it may do so in an anonymised format. In particular, where the Executive shares information relating to Mystery Shopping or Mystery Training with a Code Member, such information as is necessary will be anonymised to protect the identity of the Mystery Shopper or the individual posing as a potential sales person.

5.7 The Executive will ensure it has a legal basis, including where appropriate obtaining the appropriate consent from the Consumer or Micro-Business Consumer, prior to sharing any information or details which relate to the Consumer or Micro-Business Consumer.

5.8 The Code Member hereby agrees that the information received in accordance with

clauses 4.14 and 5.1 shall be used by the Executive:

5.8.1 to share with those bodies and entities and/or in the circumstances listed in clause 5.5 and/or in accordance with clause 5.6;

5.8.2 as evidence in connection with the disciplinary procedure (as set out in clauses 6 to 12), including any such information received in an anonymised format;

5.8.3 to share with Applicants and the Applications Panel in connection with an Applicant's application for Code Membership where the Executive considers the information to be relevant and reasonably necessary to the application; and

5.9 The Code Member hereby agrees that the Executive may approach public authorities including Trading Standards Departments, to obtain information relating to the Code Member's business or affairs in accordance with section 239 of the Enterprise Act 2002.

5.10 The Code Member hereby agrees that the information received by the Executive in accordance with clause 5.9 may be shared with:

5.10.1.1 Panels for use in connection with the Code Member's Code Membership, including but not limited to clauses 6 to 12 below; and

5.10.1.2 Consumers for use in connection with a Complaint registered with the Appointed ADR Provider and the Arbitration Service for Micro-Business Consumers.

6 Disciplinary procedure

6.1 Where the Executive considers that a Code Member may not be compliant with the Code and/or the Bye-Laws and/or Conditions and/or Consent Order, the disciplinary procedure will apply.

6.2 The disciplinary procedure includes the following elements:

6.2.1 Information suggesting a potential breach in accordance with clause 7; and/or

6.2.2 Consent Orders in accordance with clause 8; and/or

6.2.3 Non-compliance action in accordance with clause 9, and any appeal thereafter in accordance with clause 11, and

6.2.4 Any issue of costs under clause 12.

7 Disciplinary procedure: information suggesting a potential breach

7.1 The Executive shall assess any information received in accordance with clauses 4.14 and 5 to determine whether it suggests a potential breach of the Code and/or the Bye-Laws and/or the Conditions and/or Consent Order by a Code Member.

7.2 If the Executive concludes that the information received suggests a potential breach of the Code and/or the Bye-Laws and/or the Conditions and/or Consent Order by a Code Member, it will consider whether it should carry out any investigation. The Executive will carry out any such investigation as it thinks fit in good faith, and as quickly and fairly as it reasonably can in accordance with the procedures set out in these Bye-Laws.

7.3 Where the information received by the Executive consists of a Complaint or Feedback, and where the Executive's assessment of that information suggests a potential breach, the fact that the Complaint or Feedback has been resolved does not mean that bringing disciplinary procedures in accordance with clauses 6 to 12 would not apply or would not be appropriate.

7.4 Having received and assessed information in accordance with clause 7.1 and carried out any investigation it considers is required in accordance with clause 7.2, the Executive may take no further action. Alternatively, the Executive may commence the disciplinary procedure by:

7.4.1 taking such steps as it considers are necessary and appropriate in order to promote consumer protection and compliance with the Code, including communicating with the Code Member about the information received, asking the Code Member to comply with its obligations under the Code, requesting the Code Member to provide Declaration(s), carrying out a Compliance Check, and/or requiring them to be subject to Audit; and/or

7.4.2 inviting the Code Member to agree to a Consent Order in accordance with clause 8; and/or

7.4.3 invoking non-compliance action in accordance with clause 9.

8 Disciplinary procedure: Consent Orders

8.1 The Executive may invite a Code Member to agree to a Consent Order either in accordance with clause 7.4.2 or in accordance with clause 9.5.2 after the Executive has invoked non-compliance action. Where the Executive invites a Code Member to agree to a Consent Order, the provisions of this clause 8 shall apply.

8.2 An invitation from the Executive to a Code Member to agree to a Consent Order shall be in writing and shall:

8.2.1 set out a summary of the information received;

8.2.2 include details of how the information has been received including its source unless the source has requested that its confidentiality be preserved;

8.2.3 explain why the Executive considers the Consent Order to be necessary including how the information received suggests that the Code and/or the Bye-Laws and/or the Conditions have been breached including the section(s) of the Code and/or clause(s) of the Bye-Laws or the Condition(s) breached;

8.2.4 detail the steps which the Code Member must take to remedy the potential breach(es) and become compliant (which may include being subject to a Compliance Check and/or an Audit, or addressing the acts or omissions which a previous Audit has highlighted as requiring remedial action);

8.2.5 detail any payment required in advance from the Code Member, such as the costs of a Compliance Check and/or Audit);

8.2.6 invite the Code Member to provide their written agreement to the terms of the Consent Order;

8.2.7 specify the deadline by which the Code Member's agreement to the Consent

Order must be sent to the Executive;

8.2.8 set out the Executive's right to terminate the Code Member's Code Membership should the Code Member fail to provide any written response to the invitation, in accordance with clauses 8.6 and 14.1.4;

8.2.9 confirm (where the Executive considers it desirable in the interests of consumer protection) that the name of the Code Member and/or the terms of the agreed Consent Order will be published on the Website; and

8.2.10 set out the Code Member's right to request that the matter be considered by the Non-Compliance Panel at a Hearing in accordance with clause 8.7.

8.3 A copy of any agreed Consent Order will be retained by the Executive on its database and may be referred to in connection with any subsequent disciplinary procedure if the Executive considers necessary or appropriate.

8.4 The Executive will from time to time provide to the Supervisory Panel such information as required by them on the Consent Orders which have been agreed and/or requested in any given period.

Procedure if Consent Order is not agreed or is not complied with

8.5 Where the Executive has invited the Code Member to agree to a Consent Order in accordance with this clause 8 and the Code Member has:

8.5.1 failed to provide their written agreement to the Consent Order by the deadline specified; or

8.5.2 failed to otherwise reply by the deadline specified; or

8.5.3 otherwise replied but agreement as to the terms of the Consent Order has not been reached between the Executive and the Code Member; or

8.5.4 agreed to the Consent Order but has subsequently failed to comply with any of its terms,

the Executive may convene a Hearing of the Non-Compliance Panel in accordance with clause 10.2 where the Executive considers this to be necessary and appropriate.

8.6 Where the Code Member has failed to provide any written response as requested by the Executive to the Consent Order and more than 14 Days has passed since the deadline given by the Executive for such a response, the Executive will be entitled to terminate the Code Member's Code Membership with immediate effect in accordance with clause 14.

8.7 Where the Executive has invited a Code Member to agree to a Consent Order in accordance with this clause 8, the Code Member may request that the matter be considered by a Hearing of the Non-Compliance Panel. In such a case the Executive will convene a Hearing in accordance with clause 10.2.

8.8 Once the Executive has invited a Code Member to agree to a Consent Order in accordance with clause 8 and notification has been sent to the Code Member in accordance with clause 8.2, the Code Member will not be permitted to resign from Code Membership until the earliest of the following:

8.8.1 the Code Member having provided its written agreement to the Consent Order

in accordance with clause 8.2.6; or

8.8.2 the Non-Compliance Panel having issued its Determination following any referral to it by the Executive in accordance with clause 8.5; or

8.8.3 the Executive having terminated the Code Member's Code Membership in accordance with clause 8.6; or

8.8.4 the Executive having otherwise communicated to the Code Member that it is willing to accept its resignation.

9 Disciplinary procedure: Invoking non-compliance action

9.1 If the Executive in accordance with these Bye-Laws decides to invoke non-compliance action as part of the disciplinary procedure, the Executive will notify the Code Member in writing of this decision and of the results of its investigation (if any) carried out in accordance with clause 7.

9.2 In its notification to the Code Member the Executive will:

9.2.1 set out a summary of the information received;

9.2.2 include details of how the information has been received including its source unless the source has requested that its confidentiality be preserved;

9.2.3 set out the section(s) of the Code and/or clause(s) of the Bye-Laws or the Condition(s) that may have been breached;

9.2.4 provide copies of any documentation on which the Executive seeks to rely. The Executive may redact any confidential or personal information contained in such material, in its discretion; and

9.2.5 invite comments from the Code Member within a defined timeframe to be set by the Executive in its sole discretion.

9.3 Once non-compliance action has been invoked and notification sent to the Code Member in accordance with clause 9.1, the Code Member will not be permitted to resign from Code Membership until such time as the non-compliance action has been completed in accordance with clauses 9.5, 10.8 and/or 11 as appropriate.

Review of evidence by the Executive

9.4 On receipt of comments from the Code Member, or on the expiry of the timeframe for the receipt of those comments, whichever is the sooner, the Executive shall reconsider all the information and evidence available to it in relation to the matter.

9.5 Having reconsidered the information and evidence available to it in accordance with clause 9.4, the Executive may:

9.5.1 notify the Code Member in writing that it considers that there is no case to answer and that it will take no further action; or

9.5.2 where the Executive considers that there is a case to answer:

9.5.2.1 take steps in order to promote compliance with the Code in accordance with clause 7.4.1, including communicating this to the Code Member; or

9.5.2.2 inform the Code Member that it will be subject to a Period of Enhanced Monitoring which may include being subject to Conditions as detailed in clauses 9.7 to 9.10 and confirm to the Code Member the period which is to apply;

9.5.2.3 or invite the Code Member to agree to a Consent Order in accordance with clause 8;

9.5.2.4 or convene a Hearing in accordance with clause 10.2.

9.6 In each case, the information and evidence may be reconsidered by the Executive if appropriate in the future, for example in the case of a repeated or additional breach.

Period of Enhanced Monitoring

9.7 Where the Executive has informed the Code Member that it will be subject to a Period of Enhanced Monitoring in accordance with clause 9.5.2.2, the Executive will keep the Code Member's compliance with the Code, Bye-Laws and Conditions, where relevant, under regular review. The defined period which is to apply to a Period of Enhanced Monitoring can be no longer than 6 months, which can be extended once by a further period of up to 6 months in accordance with clause 9.9.2.

9.8 Conditions imposed by the Executive shall be communicated to the Code Member in writing. Such Conditions will be directed at remedying the non-compliance about which the Executive is concerned, for example requiring the Code Member to provide documentation or contracts which are compliant with the Code, to respond to communications from the Executive, or to be subject to an Audit and/ or a Compliance Check, within a defined period of time.

9.9 The Executive will assess whether any Conditions have been fulfilled during the Period of Enhanced Monitoring. Following the end of the Period of Enhanced Monitoring:

9.9.1 if the Executive is satisfied that any Conditions have been fulfilled, and that the Code Member is compliant with the Code and/or Bye-Laws, the Executive will write to the Code Member to confirm this and that no further action will be taken; or

9.9.2 if the Executive is not satisfied that all Conditions have been fulfilled, or that the Code Member is compliant with the Code and/or Bye-Laws, the Executive may, where it considers appropriate:

9.9.2.1 extend the Period of Enhanced Monitoring for such a period as the Executive considers appropriate, acting in its absolute discretion provided always that such extended period shall be no longer than a further 6 months. The Executive will write to the Code Member to confirm this. No more than one such extension may be made by the Executive; or

9.9.2.2 invite the Code Member to agree a Consent Order in accordance with clause 9.5.2.3; or

9.9.2.3 convene a Hearing in accordance with clause 10.2.

9.10 If, during the Period of Enhanced Monitoring, the Executive receives any information in accordance with clauses 4.14 and/or 5.1 which relates to, or suggests, a potential breach of the Code and/or Bye-Laws by the Code Member, the Executive may follow

any of the disciplinary procedures in clauses 6 to 12.

10 Disciplinary procedure: Non-Compliance Panel

Hearings of the Non-Compliance Panel

10.1 The Chairman of the Non-Compliance Panel may, acting in accordance with these Bye-Laws and the Non-Compliance Panel Rules, convene or adjourn a Hearing, and may instruct the Executive or the Panels Secretariat to convene or adjourn a Hearing.

10.2 The Executive may convene a Hearing in the circumstances set out in clauses 8.5, 8.7, 9.5, 9.9.2.3, and 10.18.

10.3 The requirements for the constitution of the Non-Compliance Panel at a Hearing are set out in clause 17.11.

10.4 A Hearing will be conducted in accordance with the procedures set out in the Non-Compliance Panel Rules.

10.5 The Non-Compliance Panel Rules provide a mechanism for applications for an adjournment of a Hearing, for applications for an extension of time to comply with deadlines; and for the consequences of failing to meet the deadlines specified in the Non-Compliance Panel Rules. This includes that where a Code Member fails to meet specified deadlines, the Code Member's Code Membership may be immediately terminated by the Executive in accordance with clause 14, or the Code Member may be deemed to have admitted the charges against it, and the Non-Compliance Panel may proceed without a Hearing to consider the sanction on the basis of the information submitted by the Executive.

10.6 The Code Member and the Executive shall be entitled to attend the Hearing. A Panel Secretary will attend the Hearing.

10.7 The Executive will arrange for an independent third party to make an audio recording of all Hearings, unless the Non-Compliance Panel orders otherwise. The Code Member and the Executive hereby consent to the recording of the Hearing. Each party agrees to notify its Personnel of its consent and obtain their consent to that recording to the extent required by law. Audio recordings will be retained by the Executive for at least 12 months following the Hearing. The Code Member is entitled to request a transcript of the audio recording from the Executive, which will be provided by the independent third party at the Code Member's cost.

10.8 The Non-Compliance Panel (or the Panels Secretariat on its behalf) shall issue its Determination by written notice to the Code Member and the Executive as soon as practicable following the Hearing, and within 14 Days.

10.9 The Non-Compliance Panel may, in its Determination, order costs against the Executive or the Code Member in accordance with clause 12 and the Non-Compliance Panel Rules.

10.10 Once issued in writing, Determinations of the Non-Compliance Panel (including as to sanction and costs) shall take immediate effect, unless the Non-Compliance Panel directs otherwise. Should an appeal against the Determination be made in accordance with clause 11, any sanction imposed by the Non-Compliance Panel will be automatically stayed. Any order for payment of costs made in accordance with clause 12 will remain in force and will not be automatically suspended if the Code Member

lodges an appeal unless the Non-Compliance Panel orders otherwise.

10.11 Subject to the Appeals Panel Rules, Determinations of the Non-Compliance Panel will be immediately published on the Website by the Executive and recorded on the Executive's database, regardless of whether the Determination has been appealed, unless the Non-Compliance Panel orders otherwise.

Sanctions available to the Non-Compliance Panel

10.12 Where the Non-Compliance Panel finds that there has been a breach of the Code and/or the Bye-Laws and/or the Conditions and/or the Consent Order, the Non-Compliance Panel may in its Determination:

10.12.1 decide not to impose any sanction in respect of the breach(es); or

10.12.2 issue a written warning setting out the consequences of any future breach of the Code and/or Bye Laws and/or Conditions and/or Consent Order; and/or

10.12.3 impose Conditions and timeframe within which such Conditions must be met; and/or

10.12.4 impose a Period of Enhanced Monitoring in accordance with clauses 10.16 to 10.17; and/or

10.12.5 require the Code Member to pay the administrative costs of the Executive in connection with any Period of Enhanced Monitoring and/or Conditions imposed in an amount to be determined by the Non-Compliance Panel; and/or

10.12.6 require the Code Member to make a financial payment proportionate to any loss(es) caused to a Consumer(s); and/or

10.12.7 terminate the Code Member's Code Membership.

10.13 In considering the appropriate sanction (if any), the Non-Compliance Panel shall take into account the matters specified in the Non-Compliance Panel Rules and shall impose a sanction which it considers to be proportionate to the breach(es) it has found.

10.14 Unless the Determination of the Non-Compliance Panel states otherwise, the financial cost of implementing any sanctions will be paid by the Code Member. Code Members will pay invoices for such costs raised by REAL by the Due Date. Failure by the Code Member to pay an invoice for such costs by 14 Days after the Due Date will result in automatic termination of Code Membership by the Executive, in which case clause 14 below will apply.

10.15 Where the Non-Compliance Panel makes a Code Member subject to Conditions or a Period of Enhanced Monitoring, or where the Non-Compliance Panel terminates a Code Member's Code Membership, those Code Members or former Code Members may be identified on the Website unless the Non-Compliance Panel orders otherwise.

Period of Enhanced Monitoring imposed by the Non-Compliance Panel

10.16 Where the Non-Compliance Panel imposes a Period of Enhanced Monitoring in accordance with clause 10.12, the Executive will keep the Code Member's compliance with the Code, Bye-Laws and Conditions under regular review.

10.17 If, during the Period of Enhanced Monitoring, the Executive receives any information in accordance with clauses 4.14 and/or 5.1 which relates to, or suggests, a potential breach of the Code and/or the Bye-Laws by a Code Member, the Executive may follow

the disciplinary procedures in clauses 6 to 12.

10.18 The Executive will assess whether any Conditions imposed in connection with the Period of Enhanced Monitoring have been fulfilled. If Conditions imposed are breached prior to the end of the Period of Enhanced Monitoring, the Executive may convene a Hearing if it considers that this is necessary in the interests of consumer protection.

10.19 Following the end of the Period of Enhanced Monitoring:

10.19.1 if the Executive is satisfied that any Conditions have been fulfilled, and that the Code Member is compliant with the Code, Bye-Laws and Conditions, the Executive will write to the Code Member to confirm this; or

10.19.2 if the Executive is not satisfied that all Conditions have been fulfilled, or that the Code Member is compliant with the Code and/or Bye-Laws, the Executive will convene a Hearing; or

10.19.3 a Hearing will be convened automatically by the Executive where the Non-Compliance Panel has specified in its Determination that it will require a further Hearing to be convened at the end of the Period of Enhanced Monitoring.

10.20 Any Hearing convened in accordance with clause 10.18 will be subject to the procedures in clauses 10.1 to 10.17 and the Non-Compliance Panel Rules. Where any such Hearing is convened due to a failure to comply with Conditions imposed by the Non-Compliance Panel at a previous Hearing in accordance with clauses 9.9.2.3 or 10.19.2, any such further Hearing will, where reasonably practicable, be heard by the same Panel Members who imposed the Conditions.

11 Disciplinary procedure: Non-compliance action - Appeals

11.1 A Code Member has a right of appeal against a Determination of the Non-Compliance Panel in accordance with the procedures set out in the Appeals Panel Rules and in this clause 11.

11.2 The Appeals Panel Rules provide a mechanism for applications for an adjournment of an Appeals Hearing, for applications for an extension of time to comply with deadlines and for the consequences of failing to meet the deadlines specified in the Appeals Panel Rules. This includes that where a Code Member fails to meet specified deadlines, the Code Member's Code Membership may be immediately terminated by the Executive in accordance with clause 14.

11.3 An appeal shall only be accepted by the Executive if, within 14 Days of the Non-Compliance Panel issuing its Determination in writing in accordance with clause 10.8 above, the Code Member has:

11.3.1 sent a written notice of appeal addressed to the Panels Secretary, Appeals Panel, with a copy to the Executive, at the address for the Renewable Energy Consumer Code published on the Website which complies with the requirements in the Appeals Panel Rules;

11.3.2 enclosed with the written notice of appeal the appeals fee of £3,500 plus VAT; and

11.3.3 paid any costs ordered against it by the Non-Compliance Panel in accordance with clause 12 below, save where a stay of the costs order has been granted by the Non-Compliance Panel.

11.4 If the Code Member, within 14 Days of the Non-Compliance Panel issuing its Determination in writing in accordance with clause 10.8, fails to:

11.4.1 send a written notice of appeal which complies with clause 11.3 and the Appeals Panel Rules; and/or

11.4.2 pay the appeals fee in cleared funds; and/or

11.4.3 pay any costs ordered against the Code Member in cleared funds (save where a stay of the costs order has been granted by the Non-Compliance Panel),

the right to appeal will be lost and the Determination issued by the Non-Compliance Panel (including as to sanctions and costs) will continue in full force and effect. Should there be a dispute about whether the right to appeal has been lost, either the Code Member or the Executive may apply in writing to the Chairman of the Appeals Panel for a decision, which shall be determined in the Chairman's discretion on the basis of the papers submitted to him which shall include the correspondence between the parties. Any such application must be made promptly.

11.5 Where the Code Member's appeal is accepted in accordance with clause 11.3, the appeal will proceed in accordance with the Appeals Panel Rules.

11.6 The Executive will convene an Appeals Hearing. The Code Member and the Executive will have the right to appear in person at the Appeals Hearing and may be represented or accompanied by any organisation or individual of their choice.

11.7 The requirements for the constitution of the Appeals Panel at an Appeals Hearing are set out in clause 17. A Panel Secretary will attend the Appeals Hearing.

11.8 At the Appeals Hearing, the Appeals Panel will conduct a review of the Determination of the Non-Compliance Panel. The Appeals Hearing will not be a re-hearing of the case against the Code Member. Neither the Code Member nor the Executive is permitted to provide new evidence to the Appeals Panel.

Appeals Decisions

11.9 An appeal will only be upheld if it is found by the Appeals Panel on the balance of probabilities that:

11.9.1 the Non-Compliance Panel’s Determination or part thereof was irrational, and/or based on a fundamental error of fact and/or based on a clear misinterpretation of the Code or these Bye-Laws; and/or

11.9.2 there has been a serious procedural irregularity; and/or

11.9.3 the sanction(s) imposed are not in reasonable proportion to the findings made by the Non-Compliance Panel; and/or

11.9.4 if the appeal is in relation to costs, the order for costs (if any) was based on a fundamental error of fact or law and/or based on a clear misinterpretation of the Code or these Bye-Laws, or was unjust because of a serious procedural irregularity.

11.10 The Appeals Panel may exercise its discretion in accordance with these Bye-Laws to:

11.10.1 uphold the Code Member's appeal in whole or in part; or

11.10.2 uphold the Code Member's appeal in whole or in part subject to fulfilment of Conditions or sanctions to be stipulated by the Appeals Panel in its sole discretion and having regard to the sanctions available to the Non-Compliance Panel in clauses 10.12 to 10.20; or

11.10.3 dismiss the Code Member's appeal and uphold the Determination of the Non-Compliance Panel.

11.11 The Appeals Panel may, in the Appeals Decision, and in accordance with clause 12, order costs relating to the appeal against the Executive or the Code Member, and/or alter the Non-Compliance Panel's order as to costs.

11.12 Within 14 Days of the Appeals Hearing, the Appeals Panel or the Panels Secretariat on its behalf will issue its Appeals Decision by notice in writing to the Code Member and the Executive. The Appeals Decision will specify the Appeals Panel's findings in accordance with clause 11.10 above, and specify its reasons including, where an appeal is upheld in whole or in part, the findings in accordance with clause 11.9.

11.13 Once issued in writing or, if sooner, announced by the Chairman at an Appeals Hearing, Appeals Decisions (including as to sanction and costs) shall take immediate effect, unless the Appeals Panel directs otherwise. There is no right of appeal against the Appeals Decision which shall be final and binding. The Appeals Panel does not have the power to make and shall not make any award of damages or compensation to either party in the Appeal, although it may impose any of the sanctions available to the Non-Compliance Panel in accordance with clauses 10.12 to 10.20.

11.14 Appeals Decisions will be published on the Website and recorded on the Executive's database unless the Appeals Panel orders otherwise.

12 Disciplinary procedure: Non-compliance action - Costs

12.1 The Non-Compliance Panel or Appeals Panel may make such order for costs against the Code Member or the Executive as it considers fair and reasonable in all the circumstances. Costs are not a sanction. Clauses 12.3 and 12.4 include examples of items which may be included in a claim for costs, by way of example only.

12.2 In order for the Executive or the Code Member to be eligible to make a claim for costs, the Executive or the Code Member must serve details of its costs on the other party at least 24 hours before the Hearing or Appeals Hearing and provide a copy to the Non-Compliance Panel or to the Appeals Panel at the Hearing or Appeals Hearing. Where a Hearing or Appeals Hearing is adjourned to another day, the Executive and the Code Member are entitled to serve updated details of their costs at least 24 hours before the reconvened Hearing or Appeals Hearing. The details served must be sufficient to enable the Non-Compliance Panel or the Appeals Panel to understand the types of costs claimed, their amount, and any hourly or other method by which they are fixed.

12.3 The Code Member's claim for costs may include the cost of: the Hearing or the Appeals Hearing (including, as appropriate, the appeals fee, the costs of attendance and legal representation (if any)), or any other item of cost which the Code Member considers to be connected to the matter being heard.

12.4 The Executive's claim for costs may include the cost of: investigating any alleged breach of the Code, Bye Laws, Conditions, or Consent Order, enforcing the Code and/or Bye Laws (including the costs of Monitoring and Audits and working to resolve Complaints using the Dispute Resolution Process in accordance with clause 4.12 provided always that the Executive may not claim for costs in relation to Complaints to the extent that such costs have already been invoiced to and paid by the Code Member in accordance with clause 4.12.8 although the Executive may claim where the actual amount of costs incurred exceeds the amount invoiced by the Executive under clause 4.12.8), the costs of the Hearing or the Appeals Hearing (including, as appropriate, attendance, legal representation (if any), room hire, recording, transcription, the legal assessor (if any), and the Panel Members' and Panel Secretariat's time), or any other item of cost which the Executive considers to be connected to the matter being heard.

12.5 Where VAT is included in any claims for costs it must be clearly and separately set out.

12.6 Where the Non-Compliance Panel or Appeals Panel orders a Code Member to pay costs to the Executive:

12.6.1 REAL will raise an invoice for such costs (including VAT) and send it to the Code Member as soon as practicable after the costs being ordered;

12.6.2 Code Members will pay such invoices for costs raised by REAL by the Due Date. In the case of costs ordered by the Non-Compliance Panel, the Due Date shall be no later than the deadline for the Code Member to lodge any appeal in accordance with clause 11.3. If the invoice remains unpaid by the Due Date, the Code Member will lose its right to appeal to the Appeals Panel unless the Non-Compliance Panel orders otherwise in its Determination;

12.6.3 Failure by the Code Member to pay an invoice for such costs by 14 Days after the Due Date will result in automatic termination of Code Membership by the Executive, in which case clause 14 below will apply; and

12.6.4 Should the Code Member wish to agree an alternative method or time for payment, this will be at the discretion of the Executive. The Non-Compliance Panel and Appeals Panel do not have power to vary the method or timing of payment of costs to the Executive other than following an application to the Non-Compliance Panel in accordance with clause 10.10.

12.7 Where the Non-Compliance Panel or Appeals Panel orders the Executive to pay costs to the Code Member (including where the Appeals Panel upholds a Code Member's appeal against a Determination of the Non-Compliance Panel to order costs against it, and orders that some or all of these costs are to be repaid to the Code Member by REAL) REAL will pay or refund these costs to the Code Member on the sooner of the date ordered by the Non-Compliance Panel or Appeals Panel, or within 14 Days of the Determination or Appeals Decision being issued.

13 Service of documentation

13.1 Where, in accordance with clauses 8 to 12 above, documentation, an application or a request is due to be provided to a Code Member, the Executive or the Panels Secretariat, that documentation shall be deemed to have been served on the date on which it was sent (by the Code Member, the Executive or the Panels Secretariat as

appropriate), whether electronically or by post or courier, so long as a record of sending has been obtained and is available should it be requested as proof of sending.

13.2 The address for service of the Executive in relation to the matters in these Bye-Laws is the postal address for the Renewable Energy Consumer Code set out on the Website and the email address of the Executive's staff member(s) who has contacted the Code Member about the matter.

13.3 The address for service of the Code Member is the address listed on its Code Membership Certificate and/or the email address of the Primary Contact.

14 Termination of Code Membership

14.1 The Executive may terminate Code Membership with immediate effect without reference to the Non-Compliance Panel in the following circumstances:

14.1.1 Where, during a defined period of Temporary Code Membership to which the Code Member has been admitted by the Applications Panel, the Code Member does not comply with the Conditions, and where the Applications Panel has specified that the Executive may immediately terminate Code Membership in these circumstances;

14.1.2 Where the Executive is unable to contact or obtain a response from a Code Member in accordance with clause 4.11.7;

14.1.3 In accordance with clause 4.14.10 (where the Code Member fails to comply with an Audit);

14.1.4 Where the Code Member fails to provide any written response to a Consent Order and more than 14 Days have passed since the deadline for a response given by the Executive for such response, in accordance with clause 8.6;

14.1.5 Where the Code Member fails to comply with the deadlines for the Non-Compliance Panel or Appeals Panel as set out in the Non-Compliance Panel Rules or Appeals Panel Rules.

14.1.6 Where the Code Member has failed to:

14.1.6.1 pay the Code Membership Fee by the Due Date in accordance with clause 4.2.5;

14.1.6.2 pay an invoice for AOR Installation Fee(s) by the Due Date in accordance with clause 4.4.5.3;

14.1.6.3 pay (or otherwise comply with) an Agreed Resolution or Determination made against it by the Appointed ADR Provider in clause 4.12 by either the date on which payment or compliance was due or by the date 14 Days after the Executive sent a written reminder to the Code Member in accordance with clause 4.12.14;

14.1.6.4 pay the financial costs of any sanctions ordered by the Non-Compliance Panel in accordance with clause 10.14;

14.1.6.5 pay costs ordered by the Non-Compliance Panel or Appeals Panel by 14 Days after the Due Date in accordance with clause 12.6; or

14.1.6.6 pay any other sum due to REAL by 28 Days after the Due Date.

14.1.7 Where the Code Member takes deposits from Consumers and has failed, in relation to Energy Generators, to ensure that it has deposit and guarantee insurance in place at all times, or alternatively to use the Deposit and Workmanship Warranty Insurance Scheme (details of which are published on the Website) in accordance with clause 4.10.4, or where the Code Member has failed to arrange deposit and guarantee insurance within 3 months of becoming a Code Member. The obligations of Code Members in clause 4.10.4 in relation to insurance will also apply to Related Products, where such insurance is reasonably available on commercial terms for Related Products.

14.1.8 Where an MCS Code Member fails to register a relevant installation on the MCS database in accordance with clause 4.3.7.1 or fails to pay the relevant fee to the MCS Service Company in accordance with clause 4.3.7.2.

14.1.9 Where:

14.1.9.1 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;

14.1.9.2 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;

14.1.9.3 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);

14.1.9.4 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);

14.1.9.5 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;

14.1.9.6 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;

14.1.9.7 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;

14.1.9.8 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/or

14.1.9.9 the Code Member suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business, or fails to respond within 7 Days to a notice from the Executive asking for a written response following reasonable concerns on the part of the Executive that the Code Member has suspended or ceased, or threatened to suspend or cease, carrying on all or a substantial part of its business;

14.1.10 the Code Member has not become certified to the relevant MCS installer standards within 3 months of receiving notification of its Code Membership in accordance with clause 3.12, or subsequently ceases to be MCS certified or has its MCS certification terminated, and has not provided an explanation acceptable to the Executive for failing to become or ceasing to be MCS certified or having its MCS certification terminated in accordance with clause 4.11.8; or

14.1.11 an Assignment of Rights Investor has failed to become an Ofgem Registered investor within 6 months of becoming an Assignment of rights Investor, or subsequently ceases to be an Ofgem Registered Investor, and has not provided an explanation acceptable to the Executive for failing to become or ceasing to be an Ofgem Registered Investor, in accordance with clause 4.11.9.

14.2 Code Membership may also be terminated in the following circumstances:

14.2.1 As a result of non-compliance action in accordance with clause 10.12.7 (as upheld following any appeal); and/or

14.2.2 On receipt of notice from the Code Member that they wish to resign from Code Membership in accordance with clause 4.16.

14.3 Where Code Membership comes to an end, by whatever means, the Code Member will immediately cease to:

14.3.1 describe itself as being a Code Member;

14.3.2 use the Logo and the CTSI logo; or

14.3.3 hold itself out as a Code Member, or as being in any way connected with the Code.

14.4 Following termination of Code Membership, the Executive will remove the Code Member from the Code membership listing on its Website and arrange for the Code Member to be removed from the CTSI's website and associated websites. Where the Executive considers it desirable in the interests of consumer protection, the name of the Code Member and/or the circumstances of termination will be published on the Website for an appropriate time.

14.5 Where Code Membership comes to an end, by whatever means, this is without

prejudice to the obligations of the Code Member that have accrued prior to that termination occurring. In particular, the Code Member's obligations as to the following will continue, as specified in clause 4.12.15, notwithstanding the end of Code Membership:

14.5.1 Dispute Resolution Process in clause 4.12 (including obligations as to payment of fees to REAL [and the Appointed ADR Provider]); and

14.5.2 Arbitration Service for Micro-Business Consumers in clause 4.13.

14.6 Where Code Membership has come to an end, by whatever means, the Executive will remove the Code Member from the regulated group for the purposes of the primary authority agreement.

14.7 Notwithstanding termination of Code Membership, these Bye-Laws shall remain in force to the extent required to allow the Executive to enforce any outstanding obligations of the Code Member.

15 Supervisory Panel

15.1 The Supervisory Panel shall comprise between 12 and 20 Supervisory Panel Members, in addition to any Supervisory Panel Observers. Supervisory Panel Members may comprise representatives of: the REA, the Energy Generators sector (including Code Members) and related sectors and trade associations, consumer protection, environmental protection, certification and regulatory bodies. At least 2 of the appointed Supervisory Panel Members in addition to the Chairman will be Independent Panel Members.

15.2 Supervisory Panel Members will be appointed by the Executive for an initial period of three years, after which they are eligible for reappointment by the Executive for a further three-year period. The maximum length of time a Supervisory Panel Member can serve on the Supervisory Panel is nine years.

15.3 Supervisory Panel Members will serve in good faith in accordance with these Bye-Laws and the terms of reference and shall put aside their own interests to work together for the benefit of Consumer protection in the small-scale renewable and low-carbon energy generating sector. REAL will not hold any Supervisory Panel Member individually liable in respect of their services for REAL.

15.4 The Executive may exercise its discretion to remove a Supervisory Panel Member if it considers that the Supervisory Panel Member has failed to discharge his or her responsibilities pursuant to clause 15.3.

15.5 Where a Supervisory Panel Member retires or is removed by the Executive, the Executive shall exercise its discretion to appoint a replacement Supervisory Panel Member.

15.6 Any Supervisory Panel Member may opt to serve as Supervisory Panel Observer, where they consider it would be inappropriate to be a voting member. All Government officials who attend Supervisory Panel Meetings will be *ex officio* Supervisory Panel Observers.

15.7 The Executive will maintain a list of Supervisory Panel Members and Supervisory Panel Observers and publish it on the Website.

15.8 Supervisory Panel Members shall have the benefit of clauses 15.3 and 21 notwithstanding that the Supervisory Panel Members are not a party to these Bye-Laws.

16 Supervisory Panel Meetings

16.1 The Supervisory Panel shall meet at least twice each year to carry out some or all of the following activities:

16.1.1 adopt, maintain and update the documentation relating to the Code;

16.1.2 review the performance of Code Members based on the results of the Monitoring provided to it from time to time by the Executive;

16.1.3 establish such expert groups as it considers necessary to advise it in carrying out its responsibilities hereunder;

16.1.4 review any other reports presented to it by the Executive;

16.1.5 review any draft Bye-Laws or draft Rules provided to it by the Executive in accordance with clause 17.6;

16.1.6 review information on disciplinary procedures including Consent Orders, non-compliance action, and of Complaint outcomes from the Appointed ADR Provider and the Arbitration Service for Micro-Business Consumers;

16.1.7 review any budgets and accounts provided to it by the Executive; and

16.1.8 provide comments and recommendations to the Executive on the matters it has considered.

16.2 A Supervisory Panel meeting shall be properly convened only if 14 Days' advance notice of the meeting has been served on all Supervisory Panel Members and Supervisory Panel Observers.

16.3 A Supervisory Panel meeting shall be quorate where 5 Supervisory Panel Members are present. Supervisory Panel Observers shall not be counted for the purposes of a quorum.

16.4 The Executive shall be entitled to attend Supervisory Panel meetings. The Chairman of the Supervisory Panel may determine that certain matters should be discussed in the absence of the Executive where the Chairman considers this to be appropriate.

16.5 The Executive shall take minutes of proceedings at each Supervisory Panel meeting.

16.6 Where a Supervisory Panel Member is unable to attend a meeting, he or she may nominate an alternate to attend on his/her behalf providing that the alternate is made aware of and abides by the principles of service of Supervisory Panel Members in accordance with clause 15.3.

16.7 The Supervisory Panel shall decide any matters requiring its approval by consensus or a simple majority of those present and voting at a properly convened and quorate meeting.

16.8 The Executive shall make available on the Website the minutes of the meetings once these have been confirmed as accurate by the Supervisory Panel.

17 Other Panels

17.1 The Panel Members for the following Panels shall be appointed by the Joint Protocol Signatories in accordance with the Joint Protocol:

17.1.1 the Applications Panel;

17.1.2 the Non-Compliance Panel; and

17.1.3 the Appeals Panel.

17.2 For the avoidance of doubt, those Panel Members appointed to the Non-Compliance Panel, Applications Panel and Appeals Panel may not be representatives of Code Members, the Executive, the Board or the Joint Protocol Signatories.

17.3 Panel Members appointed by the Joint Protocol Signatories may sit on any or all of the Applications Panel, the Non-Compliance Panel, and the Appeals Panel.

17.4 The Executive shall, where it considers necessary, publish Rules for each of the above Panels (as amended from time to time), which shall provide guidance and terms of reference on their powers and obligations.

17.5 The Rules shall govern the powers and obligations of the Panel in question. Any conflict between the Rules and these Bye-Laws shall be resolved by reference to these Bye-Laws.

17.6 The form and content of the Rules shall be decided by the Executive following consultation with the Supervisory Panel.

17.7 REAL shall indemnify Panel Members serving on these Panels in respect of their services for REAL.

17.8 Panel Members shall have the benefit of clause 21 notwithstanding that Panel Members are not a party to these Bye-Laws.

Applications Panel

17.9 Panel Members from other Panels may also sit on the Applications Panel.

17.10 Following a referral from the Executive in accordance with these Bye-Laws, the Applications Panel shall decide whether an Applicant should be admitted or rejected as a Code Member, or admitted for a defined period of Temporary Code Membership subject to Conditions (which the Applications Panel shall determine), in accordance with clause 3.

Non-Compliance Panel

17.11 Panel Members from other Panels may also sit on the Non-Compliance Panel.

17.11.1 The Non-Compliance Panel shall consider and decide on disciplinary matters as required by these Bye-Laws which concern Code Members who have been granted Code Membership in accordance with clause 3.12.

17.11.2 No act or omission of the Executive will constitute a waiver of the Non-Compliance Panel's rights to consider and/or make Determinations in relation to any alleged breach of the Code, Bye-Laws, Conditions and/or Consent Order.

Appeals Panel

17.12 Panel Members from other Panels may also sit on the Appeals Panel, provided that no

Panel Member on the Appeals Panel shall have served as a Panel Member of the Non-Compliance Panel in relation to the Determination which is being appealed.

17.13 The Appeals Panel shall determine all appeals and make Appeals Decisions in accordance with the appeals procedure set out in clause 11.

18 Executive

18.1 The Executive shall carry out all tasks required for the day-to-day administration of the Code, as set out in these Bye-Laws, the CTSI CCAS core criteria and other relevant documents.

18.2 The Executive shall prepare an annual report on the performance of the Code and, in particular, the adherence of Code Members to the Code in such form as the CTSI may reasonably require and shall submit this report to the Supervisory Panel for review after which it shall be published on the Website.

18.3 The Executive shall further report regularly to the Board and the Supervisory Panel as they reasonably require.

19. Data Protection

19.1 The Applicant or Code Member, as applicable, shall:

19.1.1 comply with its obligations under Data Protection Laws; and

19.1.2 be responsible for dealing with and responding to data subject requests, enquiries or complaints (including any request by a data subject to exercise their rights under Data Protection Laws) it receives.

19.2 For the purposes of this clause 19 reference to Consumer includes reference to Consumer and Micro-Business Consumer.

19.3 The Executive will process personal data relating to the Applicant, Code Member, Individuals Closely Associated with, and Personnel of the Applicant or Code Member, in order to administer the Application, Code Membership and the Dispute Resolution Process, in accordance with these Bye-Laws, the Code and as set out in the RECC Privacy Policy Statement, which can be accessed at [https://www.recc.org.uk/privacy].

19.4 Where the Applicant or Code Member, as applicable, provides details about Individuals Closely Associated with, and Personnel of, the Applicant or Code Member, the Applicant or Code Member, as applicable, shall provide all necessary information to, and obtain all necessary consents from the data subjects of the personal data, in each case to enable the Applicant or Code Member, as applicable, to disclose the personal data to the Executive and for the Executive to use the personal data in accordance with these Bye-Laws, the Code and as set out in the RECC Privacy Policy Statement, which can be accessed at https://www.recc.org.uk/privacy.

19.5 The Applicant or Code Member, as applicable, shall provide all necessary information to, and obtain all necessary consents from the Consumer, in accordance with Data Protection Laws, in each case to enable the Code Member to disclose the personal data to the Executive and for the Executive to use the personal data, in accordance with these Bye-Laws, the Code and as set out in the RECC Privacy Policy, which can be accessed at https://www.recc.org.uk/privacy.

19.6 Without prejudice to clause 19.5 the Code Member shall ensure the RECC Use of Personal Data Notice is provided to Consumers at the time the personal data is collected.

19.7 The Applicant or Code Member, as applicable, shall fully indemnify, keep indemnified and hold harmless the Executive on demand from and against any and all losses, liabilities, costs (including (without limitation) legal costs and VAT), charges, expenses, actions, procedures, claims, fines, penalties, demands and damages (including (without limitation) the amount of damages awarded by a court of competent jurisdiction) arising out of or in connection with the Applicant or Code Member's, as applicable, failure to comply with the provisions of this clause 19 or Data Protection Law.

20 Intellectual Property Licences

Copyright Licence

20.1 Renewable Energy Assurance Limited hereby grants to the Code Member a royalty free, non-exclusive and non-sub-licensable licence to Exploit the Copyright Material for the Copyright Purpose in the Territory until such time as it ceases to be a Code Member.

20.2 Code Member Obligations

In addition to observing any other obligations set out in these Bye-Laws, Code Members shall:

20.2.1 not amend any Copyright Material in a manner not prescribed in the relevant item of Copyright Material;

20.2.2 identify that copyright subsists in all Copyright Material Exploited by it by displaying a copyright notice in substantially the form set out below in every instance (including, where appropriate, on each page of the relevant item) where any Copyright Material or any reproduction of the whole or a substantial part of any item of Copyright Material (including any item representing an item of Copyright Material that has been amended in accordance with section 20.2.1.1 of this clause 20.2) is Exploited by it:

"© Renewable Energy Assurance Limited [year of first publication]. The reproduction or transmission of all or part of the text in this document without the written permission of Renewable Energy Assurance Limited is prohibited"; and

20.2.3 on demand, provide REAL, as soon as reasonably possible and free of charge, with a copy of any document or other item in relation to which any Copyright Material has been Exploited.

Trade Mark Licence

20.3 REAL grants to the Code Member a royalty-free, non-exclusive and non-sub-licensable licence to use the Logo on or in relation to the Licensed Products and Services for the Permitted Use in the Territory until such time as the Code Member ceases to be a Code Member, subject to the provisions of these Bye- Laws.

20.4 Title and goodwill

20.4.1 The Code Member acknowledges that REAL is the legal and beneficial owner of the Logo and the Code Member shall not dispute or challenge the ownership rights of REAL to the Logo.

20.4.2 Any goodwill derived from the use by the Code Member of the Logo shall accrue to REAL. Notwithstanding that such goodwill shall accrue to REAL, REAL may at any time ask for a confirmatory assignment of that goodwill and the Code Member shall immediately execute it.

20.5 Duties of the Code Member

The Code Member shall:

20.5.1 only use the Logo in the form shown in Annex A of these Bye-Laws or as is otherwise shown on the Website;

20.5.2 only reproduce the Logo from materials produced by REAL;

20.5.3 only use the Logo in accordance with the Guidance on the use of the Renewable Energy Consumer Code Logo that has been issued by the Executive and available on the Website (as updated at any time by the Executive);

20.5.4 follow any other instructions for reproduction of the Logo set out in any other materials provided to the Code Member by REAL;

20.5.5 ensure that its advertising, marketing and promotion of the Licensed Products and Services shall in no way reduce or diminish the reputation, image and prestige of the Logo or of services sold under or by reference to the Logo (including, without limitation, the Licensed Services); and

20.5.6 not use the Logo or advertise the Licensed Products and Services in a way that is contrary to any applicable laws, rules or regulations in the Territory.

20.6 Additional Obligations

The Code Member shall not:

20.6.1 use the Logo for any purpose other than the Permitted Use;

20.6.2 apply for, or obtain, registration of the Logo or anything confusingly similar for any goods or services in the Territory; and

20.6.3 not use in its business any other trade mark confusingly similar to the Logo and must not use the Logo or any word confusingly similar to the Logo as or as part of its corporate or trading name.

Infringement

20.7 The Code Member shall promptly notify REAL of any Infringement that comes to its attention.

20.8 In respect of any Infringement:

20.8.1 REAL shall, in its absolute discretion, decide what action (if any) to take;

20.8.2 the Code Member shall (at REAL's expense) co-operate fully with REAL in taking all steps required by REAL;

20.8.3 REAL shall have exclusive control over, and conduct of, all claims and proceedings;

20.8.4 the Code Member shall not make any admissions other than to REAL; and

20.8.5 REAL shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

Indemnity

20.9 The Code Member shall indemnify REAL from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by REAL as a result of or in connection with any action, demand or claim arising as a result of or in connection with the Code Member's use of the Copyright Material and/or the Logo other than in accordance with these Bye-Laws.

Intellectual Property Rights

20.10 REAL owns the Copyright Materials and the Logo. These Bye-Laws shall not confer on the Code Member any Intellectual Property Rights or other rights in relation to the Copyright Material or the Logo other than as set out in these Bye-Laws.

Termination

20.11 If the Code Member is, in REAL's reasonable opinion, in breach of these Bye-Laws with respect to any Copyright Material and/or the Logo, then without prejudice to any other rights or remedies provided by law or in these Bye-Laws, REAL may immediately by notice to the Code Member terminate the licence of the Copyright Material and the Logo and/or the Executive may deal with this in accordance with the disciplinary procedures as described in clauses 6 to 12 above.

20.12 Following the expiry or termination of the licence of the Copyright Material the Code Member shall:

20.12.1 immediately cease Exploiting the Copyright Material;

20.12.2 promptly irretrievably delete, or procure the irretrievable deletion of, any electronic copies of the whole or a substantial part of the Copyright Material in its possession or control; and

20.12.3 promptly return or (at REAL's election) destroy, or procure the return or destruction (as appropriate) of, any tangible copies of the whole or a substantial part of the Copyright Material in its possession or control,

save, in each case, to the extent that the Exploitation or retention of such material does not constitute a breach of the copyright in such material.

20.13 The expiry or termination of any licence of the Copyright Material granted in these Bye-Laws shall not affect the rights or liabilities of the parties which have accrued on or before such expiry or termination.

21 Limitation of Liability

21.1 The Administrative Bodies will at all times endeavour to administer and implement the Code in a fair and equitable manner. The Administrative Bodies' and REAL's obligations will be limited to those duties set out in these Bye-Laws. Except as expressly set out in these Bye-Laws, neither REAL nor the Administrative Bodies will have any other obligation, duty or liability whatsoever in contract, tort or otherwise. Neither REAL nor the Administrative Bodies will be liable to Code Members or Applicants in contract, tort

or otherwise for any direct loss or loss of revenue, business, contracts, anticipated savings, profits or any other indirect or consequential loss however arising.

21.2 Neither REAL nor the Administrative Bodies will be liable in contract, tort or otherwise as a result of any act or omission of any Code Member or Applicant causing loss or damage to any other Code Member, Applicant or a third party. Code Members and Applicants will indemnify REAL, the Administrative Bodies and the REA against any claims in contract, tort or otherwise made against any Code Member or Applicant.

22 Transitional Provisions

22.1 These Bye-Laws come into effect on the date on which they are published on the Website.

22.2 The version of the Bye-Laws which applies to any issue arising from an application for Code Membership shall be the version in force at the date on which the completed Application Form and application fee was received by the Executive. Once the Applicant becomes a Code Member, they will be bound by the version of the Bye-Laws in effect on the Website from time to time.

22.3 The version of the Bye-Laws which applies to any disciplinary matter being considered by the Non-Compliance Panel or Appeals Panel shall be the version in force at the date on which the Executive notifies the Code Member of its decision to invoke non-compliance action as part of the disciplinary procedure pursuant to clause 9.1 of the Bye-Laws, save that in determining any charge as to a breach of the Bye-Laws, the applicable Bye-Laws will be the Bye-Laws in force at the date to which the charge relates.

Annex A

Renewable Energy Consumer Code Logo

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