

REAL Assurance Scheme

Consumer Code

for supplying renewable and low carbon micro heat and power generators to domestic consumers



The REALity Check is the symbol of high quality and excellent service

Suppliers display the REALity Check to show they have agreed to follow the Code set out in this document.

They display it proudly as their commitment to providing their customers with high quality and exceptional service!

*The sign of REAL companies
offering REAL products
fitted by REAL installers.*

Consumers look to the REALity Check as their assurance of the best quality and service when they buy or lease a renewable or low carbon heat and power generator.

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Issue number: 5

Issue status: Official OFT Stage One Version

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

Please read the disclaimer in section E.

REAL Assurance Scheme Consumer Code

1 Purpose

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

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

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

2 Introduction

The growing area of renewable and micro heat and power generators (which are referred to as 'energy generators' in this Code) includes a wide range of different ways of producing heat and electrical energy ('energy sources and convertors', both renewable and non-renewable.) Renewable sources include:

- o solar (both heat and electric), wind and hydro power;
- o methods of removing heat from your surroundings; and
- o many different renewable fuels (called 'energy sources'), which can be used to produce heat and electricity.

These renewable energy sources are outlined in attachment B.

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

2.1 The Renewable Energy Association

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

Our members supply systems to all sorts of consumers in both business and domestic markets. We recognise that most domestic consumers are not experts in these technologies and that suppliers need to help them choose the most suitable system and get the best from it. That is why we have developed the REAL Assurance Scheme to support companies that supply energy generators to domestic consumers.

2.2 The REAL Assurance Scheme

We have set up the REAL Assurance Scheme to help companies provide high standards of service to consumers. The scheme is governed by specific bye laws which members must undertake to abide by. The Consumer Code is the centrepiece of the scheme, and is aimed at all those companies that have contact with domestic consumers. Wherever appropriate, the Code must be used in conjunction with the Microgeneration Certification Scheme (MCS) which is an important quality assurance mechanism that sets out both:

- o installer accreditation standards for installers of micro heat and power generators; and

- product accreditation standards for micro heat and power generators suitable for domestic use.

This scheme has been developed by the Buildings Research Establishment (BRE) and the standards it contains are those required by the UK Government's Low Carbon Buildings Programme (LCBP) and the Scottish Government's Community and Householder Renewables Initiative (SCHRI).

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

Any organisation that has joined the scheme is referred to in this Code as a 'member'.

The Renewable Energy Association sponsors the scheme, which is managed on our behalf by Renewable Energy Assurance Limited ('the scheme administrator'). You can find more details about this on the website (www.realassurance.org.uk).

The scheme administrator may, in certain circumstances, share details of a member or consumer with the MCS administrator described earlier in this section. The scheme administrator will not share details of a member or consumer unless they have first consented for this to happen. The circumstances in which the scheme administrator will seek to do this are set out in a Memorandum of Understanding between the two bodies and is in line with the data protection laws.

2.3 The Consumer Code

This Code relates to the contacts companies have with consumers. It comprises this document, together with any sections which refer to the technical documents shown in the Attachment:.

It covers all the factors that contribute to the overall consumer service, including:

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

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

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

This Code has been designed to fit with the Microgeneration Certification Scheme (MCS) described in section 2.2 above.

2.4 Using marks and symbols

The 'REALity Check' logo provides a guarantee of quality to consumers and may be used only by members.



Scheme members will use the REALity Check logo strictly in line with the guidelines the scheme administrator issues from time to time.

If the Code achieves independent approval, which allows members to use extra marks, members must also follow the conditions of use of these marks so long as there is no conflict with the conditions set out in this Code.

3 Following this Code

All members must follow this Code and make sure they have a current listing certificate to show consumers. The listing certificate has a space for the company's signature to confirm that they follow this Code. It is valid only when signed by an authorised senior representative of the company. Members will give the scheme administrator a list of all senior personnel who are authorised to sign documents covered by the Code ('authorised signatories') and will update this list when there are any changes. Members will take all reasonable steps to promote the benefits of the Code to consumers.

Members will make sure that they have access to the latest version of the Code. They will make sure that all employees who have contact with consumers are aware of the legal requirements that apply and their responsibilities under the Code. They must have been effectively trained in how to use the Code. Subcontractors used by members will also be made aware of, and follow, the relevant conditions of the Code. If members do not keep to the Code, the matter will be dealt with as described in section 9.4.

4 General business standards

Members will deal with consumers politely and quickly. They will take steps to make sure that important information is passed to consumers clearly.

All consumers should be made aware of any responsibilities they will have as a result of the transaction, including any requirements to provide information and to operate and maintain any equipment provided. All written information must be in plain English.

In the case of vulnerable consumers, members should provide extra care and support. This includes older consumers, those suffering from a disability, those with learning difficulties or whose first language is not English. The information members provide should be appropriate to the consumer's needs. Members should take special care to ensure that the consumer understands the key documents, including the quotation, the contract and the guarantee arrangements. Where appropriate, members should seek the involvement of a trusted friend or relative.

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

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

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

If credit or hire purchase is part of a member's offer to consumers, then any information must be provided in line with the Consumer Credit (Disclosure of Information) Regulations 2004.

As the products covered by this Code are designed to contribute to a more sustainable use of energy, members should work in a way that does not harm the environment or the communities in which they work. In the case of larger companies, it will often be appropriate to have corporate social responsibility policies, which will include accreditation to a recognised standard for environmental management and reporting.

5 Pre-sale activities

5.1 Advertising and sales promotion

Members must make sure that any advertising materials they produce or use are legal, decent, honest and truthful, and that they comply with all the relevant legislation including the Control of Misleading Advertisements Regulations 1988 ('CMARs') and the British Code of Advertising and Sales Promotion ('the CAP Code').

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

Members should tell consumers about the Code and about the guidance mentioned in C3, and provide copies when asked. Where performance information is used in advertising, it should strictly follow the conditions of section 5.3 below.

Any comparisons with other products or advertisers that members make in their advertising materials must not be deceptive, and must be in line with the comparative advertising rules in the Control of Misleading Advertising Regulations 1988.

If an advertisement includes reference to credit or hire purchase, then it must also comply with the Consumer Credit (Advertisements) Regulations 2004.

5.2 Behaviour of sales employees

Members must make sure that their sales employees receive suitable training. This should cover the general standards described in section 4, and all the requirements of the Code, in particular those in sections 5, 6 and 7. Sales employees and other employees visiting consumers' premises must show identification. Job titles or descriptions used by sales employees should not be misleading in terms of the holder's qualifications and experience.

Employees must not give false or misleading information about their company or the product, service or facilities being offered. They must not make any statement that is likely to mislead the consumer in any way. Sales employees must not use any high-pressure selling techniques, including (but not limited to): staying in the consumer's premises for more than two hours, offering a high initial price followed by a discount, offering a discount for signing on the day, withholding price information until the end of the visit, or claiming that there is limited availability of the product. Members should keep a record of the length of time they spend in the consumer's premises if it exceeds two hours, together with the reasons for this.

Sales employees must act with integrity and, in particular, they must respect the consumer's right to privacy and to bring any contact to an end if requested to do so. They must answer consumers' questions honestly and clearly.

Where a member knows in advance of a sales visit that the consumer is vulnerable in any way, they will request that the consumer arrange for a relative or close friend to be present. Where a member does not know in advance of the visit that the consumer is vulnerable, the member will re-schedule the visit at a time when a relative or close friend is available to be present.

5.3 Performance information and predictions

It is very important that members do not 'oversell' energy-generating equipment to consumers. For this reason, the Code says that certain technical assurances must be given to consumers before the sale. These are set out below.

Members must give consumers a written estimate of how the energy generator will perform in a format that is readily understandable by them. The estimate should be based on specific performance data for the technology in question wherever this is available. Members must make clear whether the estimate is specific to the property and, if it is, whether it follows a site survey. Where the estimate is based on some standard or 'average' premises instead, members must give the details and source of that standard.

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

Proposals to consumers must only include estimates of savings, periods of recovery ('payback') or other measures of financial effectiveness where these are based on information from the consumer on his or her existing energy use and cost and should not mislead the consumer into affecting their economic behaviour. Members may, however, publish case studies showing the effectiveness of previous installations, as long as they give full details of the size and type of the system supplied, the type of property which it was used for, as well as the energy costs (and resale price where appropriate).

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

- clearly say whether the estimates are based on average or 'worst case' information (in either case, the figures should be based on yearly figures, not those for any particular time of year, and the guidelines recommend that both the yearly average and the 20-year minimum should be shown);
- say where the information on which their calculations are based came from;
- name the area and altitude where the information was measured;
- describe the relationship between the rated output (in kilowatts) and the predicted average output (in kilowatt hours each year);
- take account of predicted variations from the calculated output, for example, to allow for shade from buildings, aspect, distance from the measurement location, variations in fuel moisture and quality, and any other factors that apply); and
- follow the guidelines provided by the scheme administrator (described in section C2 below).

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

(The scheme administrator plans to develop a framework for presenting technical performance information in an accessible way. We will make this available on the website.)

5.4 Proposals, estimates and quotes

Certain financial assurances must be given to consumers before the sale. These are set out below.

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

Members will provide consumers with a written cost estimate based on the information the consumer has given them, and make clear that the estimates are examples only and not definite figures. Members will also provide formal quotes in writing, signed by an authorised signatory. The scheme administrator has some good examples of what formal quotes look like which we can provide. They must show:

- an itemised list of the equipment to be supplied;
- an itemised list of all survey, design, installation and other services (if a proposal does not include installation work or is made on the assumption that any instalment will be done by the consumer or an independent person, the member will draw the consumer's attention to the relevant section of the consumer guidance referenced in section C3 below);
- items and services not included in the quote, which the consumer will need to provide to complete the work, including permission and approval covered in, any work needed to restore the property to its original state and any facilities for storing fuel;
- site conditions and special circumstances beyond the control of the member which may result in extra chargeable work not covered by the quote, and hourly or daily rates which would apply in this situation;
- a timetable for supplying any equipment and carrying out any work at the property;
- business terms, including the payment method and timetable, how long the quote will be valid for and other conditions set out in section 6.1, below; and
- completion dates for installing the equipment.

If the consumer has received a performance prediction, it must be produced in line with section 5.3 above and included in the formal quotation. Members should follow a 'no surprises' pricing policy. Prices should be itemised clearly and broken down as far as possible. The quote must be clear and easy to understand. If any other goods and services will be needed (for example, routine servicing or phone helplines), information on the availability and price of these must be provided in the quote. If a system will need a yearly safety check or other regular maintenance, this should also be made clear to the consumer along with the likely cost of this. When the consumer receives the final invoice, there should be no unexpected items compared to the quote, unless agreed beforehand.

If the consumer is being offered a leasing arrangement, the same principles will apply. Also, if this offer is linked in any way to supplying electricity or gas to the consumer's premises (an 'energy services package'), the member must follow the conditions set out by Ofgem in setting up the Energy Services Trial in 2004 (see section C7 below).

Members must draw to the consumer's attention any variations to the original quote and how this will affect the completion date before the contract is agreed.

Members will provide the consumer with a number they may call or the address of a local office or showroom they may visit should they have any queries before the contract has been agreed.

5.5 Permission, approval and grants

Members must be aware of all the permission and approval needed for the energy generators they offer, including planning permission, building regulations and connection requirements. They must provide this information to the consumer before any site survey is carried out. Members should cover the costs of the site survey. They should ensure that site surveys are not carried out where a property is clearly unsuitable. If a consumer insists on a site survey being carried out at a property that is clearly unsuitable, it would be reasonable for the consumer to pay for the site survey.

Members will agree with the consumer beforehand who will take responsibility for getting all necessary approval before either side enters into any financial commitment. If the conditions of the approval will affect the supply of the unit, the member will update and reissue the quote as necessary once it has been obtained. Members will make sure that they follow the conditions of any approval during on-site work, and tell any subcontractors about the conditions.

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

Members will advise the consumer on any grants available for the work and agree whose responsibility it is to apply for the grant. If it is the consumer's responsibility, the member will inform the consumer where to find the relevant information about procedures and deadlines. Where the successful award of a grant is essential to the consumer's agreement to proceed with the installation of an energy generator, this should be specified as a condition in the contract. Where no such grant is forthcoming, for whatever reason, the consumer will not be held to the contract.

5.6 Pre-contractual information

In addition to providing the information already described in this section, members will provide the consumer with certain other relevant information before the contract is signed.

This includes details of a number the consumer may call or the address of a local office or showroom they may visit should they have any queries after the contract has been completed (see section 8 below). It also includes, where relevant, specific details of the fuel sourcing, usage and storage arrangements that the system will require (see section 8.2 below), and details of any requirement for regular servicing that the system will require (see section 8.4 below).

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

6 Contracts

6.1 Terms of business

Members will have clear, unambiguous terms of business that do not disadvantage consumers. Members will ensure that they carry out their contractual obligations without

excluding their liabilities. All terms must conform with the Unfair Terms in Consumer Contract Regulations 1999. (For further details, see Section C8.) For credit or hire agreements, the form and contents of agreements are prescribed by the Consumer Credit (Agreements) Regulations 1983.

All terms of business must be effectively communicated in writing to the consumer and form part of the quote (as in section 5.4 above).

The written terms of business must include details about:

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

These terms will not affect the consumer's legal rights under national or international law (including, but not limited to, those shown on the attachment C7). There are more details on consumers' legal rights under the heading 'your rights' at www.consumerdirect.gov.uk.

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

6.2 Cancellation rights

Members will give consumers seven working days after signing a contract (the 'cooling off period') to cancel the contract without penalty. The contract must explain how the consumer can cancel the contract, and give the name and address of the person to contact. Members must provide the consumer with a cancellation form such as the one attached to this Code at the time the contract is signed. In the case of doorstep selling, members who fail to give the consumer written notice that they can cancel the contract may be committing a criminal offence. Members should keep a record of cases in which consumers cancel together with the reasons

The cooling-off period stipulated in this Code reflects a reasonable standard of practice given that the relevant legislative provisions differ depending on how and where the sale takes place. (See section C8 for more details of the different cooling-off periods required in the relevant legislation which includes the Distance Selling Regulations, the Consumer Credit Act and the Doorstep Selling Regulations.) Where legislation requires a longer cooling-off period then this should take precedence over the requirements of the Code.

Members will not start to install the system during the cooling-off period unless this cannot be reasonably avoided, for example in the case of a very tight timescale agreed by the consumer. In such a case, the member will make the consumer aware of the consequences of starting to install the system before the end of the cooling off period should they later decide to cancel the contract within the time allowed. It is possible the consumer may incur some costs in making good the property if work has already started before the contract is cancelled.

Members must set out clearly in the contract the conditions and costs that will apply if the consumer wants to cancel after the cooling off period. These must comply with the Unfair Terms in Consumer Contracts Regulations.

6.3 Deposits and part payments

If a member requires a deposit or part payment to be paid by the consumer before carrying out the work agreed in the contract, this will constitute a reasonable percentage of the estimated overall costs of the work, for example 15 per cent. It should not exceed 25 per cent under any circumstances. This money will only be used for work under the contract, for example for purchasing equipment, and will be repaid to the consumer if the contract is cancelled in line with the conditions set out in section 6.2 of the Code. This is a very important requirement of the Code.

The deposit or part payment must be held in an account specially set up by the member (such as a 'client account'), separate from those accounts that may be linked to the member's own credit and banking facilities. Guidelines for setting up and administering these arrangements will be made available on the website (www.realassurance.org.uk). The money in this account should only be used with the consumer's consent,

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

In the case of a very small company, partnership or sole trader, it may not be practical for deposits or part payments to be held in a special account. In these cases, the scheme administrator needs to be satisfied that the member has alternative arrangements in place. These arrangements should mean that, if the member falls into receivership, administration or bankruptcy, the consumer's contract will be able to be completed by another member in line with section 9.5 below. One way to do this would be for the member to provide the consumer with an insurance-backed guarantee if an appropriate scheme becomes available.

If the scheme administrator is satisfied with the alternative arrangements in place, they will grant the trader a formal exemption from the requirements set out in the second paragraph of this section. The exemption will end after one year, unless it is granted again on the basis of further justification.

In any event, where a member uses a consumer's money to purchase equipment, the member will hold the equipment on trust for the consumer and will keep the equipment separate from its own goods and those of third parties. The member will keep such equipment properly stored, protected, insured and identified as the consumer's property. The consumer should be able to inspect or repossess the equipment at any time.

6.4 Timetable and any preparation the consumer needs to do

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

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

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

7 Completing the order

7.1 Responsibility for the work

Members who enter into the contract may do on-site work themselves, or subcontract it to someone else. In either case, installation work must be carried out or checked by an installer who is accredited under the Microgeneration Certification Scheme described in section 2.2 above.

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

7.2 Design, delivery and installation

A final design for the energy generator should be produced before installation work starts. Designs must use only products that have been certified, as described in section 2.2 above. For products where no certification standards are in place, this should be made clear to the consumer.

If a site survey has not already been carried out, before starting the work the installer must validate the designs through a site survey and health and safety risk assessment. (It is not necessary for the installer to make a separate site visit to carry these out.) Before the work starts, the installer must show the consumer any designs that show where the main system will go, and any alterations to the property or services such as electrical and heating systems that will be needed. The consumer must approve these. If, as a result of this information being disclosed, the main system differs from that on which the quote was based, the member must draw this fact to the consumer's attention in writing, and allow them to cancel the contract if it no longer corresponds to their needs, and have any deposit or prepayment refunded.

The installer must also explain to the consumer in writing about any disruption to facilities or services which may happen during the installation work, and any work that may be needed to put things right. If the site is not suitable for installing the system, the installer must explain the reasons in writing to the consumer.

Members must make sure that the installation carried out on their behalf is in line with the standards and good practice. They should follow the specific conditions set out in the Microgeneration Certification Scheme linked to the Code and described in section 2.2 above.

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

If a specified delivery date is not met for reasons that are outside the consumer's control, the consumer will be entitled to cancel the contract and receive a full refund of any deposit. This is in line with the Supply of Goods and Services Act 1982. If no delivery date was specified, the goods and services should still be provided within a 'reasonable' length of time. Members should make consumers aware of their rights under this legislation. If a delay is the responsibility of the consumer, for example if they have not got the permission they need in time, the member will use his best endeavours to arrange a new start date that is convenient to both of them.

7.3 Testing and commissioning

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

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

8 After-sale activities

Before the contract is signed, members will provide the consumer with a number they may call or the address of a local office or showroom they may visit should they have any queries after the contract has been completed. In this way, members can ensure that any enquiry is dealt with in an efficient and friendly way, preferably by someone specifically appointed for such a task for, example, a consumer services manager.

8.1 Guarantees

Manufacturers' and installers' guarantees are intended to protect consumers if there are any faults with the energy generating system. These are needed by law.

Members will make sure that consumers are offered, at no extra cost, a guarantee against manufacturing faults in any products supplied. This guarantee should be in line with any conditions set out in the product accreditation schemes described in section 2.2 above. Members will also make sure that consumers are offered, at no extra cost, a guarantee against any faults that might happen during or as a result of the installation process and workmanship applied. This guarantee should be in line with any conditions set out in the Microgeneration Certification Scheme described in section 2.2 above.

Guarantees must not limit the consumer's legal rights under the Unfair Terms in Consumer Contracts Regulations 1999. Members must explain to consumers clearly and in plain English, both in writing and verbally, the terms of the guarantee being offered as well as its duration. They must also explain in what ways it goes beyond the consumer's legal rights. In the event that the manufacturer or installer falls into receivership, administration, or bankruptcy during the term of the guarantee, there need to be arrangements in place to ensure that the guarantee is honoured. One way of doing this would be for the member to provide the consumer with an insurance-backed guarantee should an appropriate scheme become available. Guarantees must be transferable to the new owner in the event that the consumer moves home.

In the case of systems where the performance of a generator has been predicted in line with section 5.3 above, members may offer a guarantee that the output of the system will not fall by more than a certain amount from the predicted level. (For example, the guarantee could say that 'output should be no less than 80% of the predicted output over a year'.) If there are any extended guarantees or additional warranties, members must tell consumers that these are optional, and set out clearly what their extra costs are, who will offer them, and the main benefits.

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

protection. In the event of a fault developing, the member will offer the consumer a range of remedies, including to:

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

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

8.2 Fuel supplies

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

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

8.3 Maintenance and service agreements

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

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

8.4 Service and repair

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

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

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

9 In case of problems

9.1 Consumer complaints procedure

The expertise of members together with the assurance provided by this Code, make sure that most energy generators supplied and installed under the scheme will be free from manufacturing or installation faults. Occasionally, however, problems can develop.

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

If a consumer wants to complain about the quality of the equipment, the installation, the advice given, the standard of service or any other aspect of the contract, they should use the following procedure.

- a The consumer must tell the member who he or she agreed the contract with about any complaint they have as soon as possible after they have first noticed the problem.
- b As soon as reasonably possible after receiving the complaint, the member will arrange to inspect the system. Where a consumer is without heating or hot water as a result of the situation that has led to the complaint, the member will arrange to inspect the system within 24 hours of receiving the complaint.
- c If the complaint is about under-performance, the consumer must set out clearly the basis for their complaint for the member who they agreed the contract with, using the template available on the REAL Assurance website (link to be inserted).
- d The member will consider the details of the complaint and report the findings clearly to the consumer within seven working days from this inspection. If there is a possible safety issue arising from the complaint, the member will report back as a matter of urgency.
- e The member will try to find an agreed course of action to solve the complaint to the consumer's satisfaction.
- f The member will co-operate fully with local consumer advisers or any other agent that the consumer consults when making a complaint.
- g If a complaint cannot be sorted out through the above procedure, the member or consumer can use the conciliation service set out in section 9.2, below. Members will not take action through the courts without first trying to solve the problem through the conciliation service, except in the way expressly set out in this section.

The consumer may use a consumer representative or observer to help deal with a complaint. In this case, members must co-operate fully with this person.

9.2 Conciliation service

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

- a Anyone wanting to use the service will enter the details of the matter on the conciliation form provided when the contract was agreed. (It is also available on the scheme website.) He or she will then send the form to the scheme administrator. Members should arrange for someone to help vulnerable consumers to fill in the form.
- b Within seven working days the scheme administrator will send a copy of the form to the other people identified in the form as being involved in the dispute.
- c Those people will fill in the relevant sections and return the form to the scheme administrator as soon as possible, but in any event within 10 working days.

- d The scheme administrator will appoint a suitably-qualified independent expert (or experts) to consider the matter. This person may or may not be linked to the panel. The expert will review the written evidence and may discuss the details and possible solutions with the people involved.
- e After considering all the evidence, the expert will recommend what they believe to be a fair settlement of the dispute.
- f If everyone accepts this, it will be put into practice and the complaint closed.
- g If the conciliator's advice is not acceptable to either side, either side may refer the dispute to arbitration under 9.3 below, or look for a solution through the legal processes.

9.3 Independent arbitration

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

The scheme administrator has appointed the independent organisation whose details are shown in attachment D (the 'independent arbitrator') to carry out the arbitration process as an alternative to legal action.

The arbitration process will work as follows.

- a If possible, both sides should first have gone through the conciliation service (as described in section 9.2, above), though this is not an absolute requirement of the arbitration scheme.
- b Both sides must agree to refer the dispute to the independent arbitrator and both will pay an initial fee equivalent to the County Court Fee (in the case of a consumer involved in arbitration, this fee will be refundable if the appointed arbitrator finds in favour of the consumer, or recommends it). The fees payable are on a sliding scale, and details are available on the REAL Assurance website.
- c The forms and other documents, including a summary report, from the conciliation service will be sent to the independent arbitrator.
- d The independent arbitrator will give both sides the opportunity to provide evidence to back up their case and decide whether a site visit or product tests are needed.
- e Any further costs will be explained to both sides and divided between them, as the independent arbitrator may decide.
- f After considering all the evidence, the independent arbitrator will send their decision to both sides and the scheme administrator.

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

9.4 Disciplinary procedures

Members must keep to all the conditions of the Code.

If any member is suspected of not following the Code, the panel will investigate the matter quickly and fairly. The panel may appoint a subcommittee (the 'non-compliance panel') to monitor cases. At least half of the members of the subcommittee will be independent, as will

the chair. The panel may arrange a special meeting of the non-compliance panel in cases where there appears to have been a serious incident.

The procedure for handling cases where members are suspected to have broken the Code is as follows.

- a Evidence that a member has broken the Code may come from:
 - o complaints from consumers;
 - o an analysis of conciliation and arbitration outcomes;
 - o the results of performance monitoring; or
 - o information provided by us or the scheme administrator.
- b The non-compliance panel will investigate the case within 20 working days of the scheme administrator being told about it.
- c The non-compliance panel will recommend the action to be taken according to (d) to (h) below, and tell both sides and the scheme administrator.
- d The non-compliance panel will tell both sides if the Code has not been broken.
- e If there has been a minor incident, the non-compliance panel will give the member advice on how to put right any fault and prevent it from happening again.
- f If there is a more serious incident, the non-compliance panel will take the action described in (e) above and issue a written warning.
- g A severe incident, or three or more written warnings (the third will be a final warning), may lead to the suspension of the organisation's membership of the Code. In these cases, the non-compliance panel will monitor the future behaviour of the company in question and tell them what they must do to fully restore their membership.
- h In extreme cases, including cases of gross misconduct, of persistently failing to follow the Code and to sort out any problems, or of taking any action that would damage the scheme's reputation, the member may be expelled from the scheme. Where an organisation ceases to be a member, the organisation will immediately:
 - o stop describing themselves as being a member of the scheme;
 - o stop using the REALity Check symbol; and
 - o not hold themselves out in any way as being connected with the scheme.

If the member is not satisfied with the outcome of these proceedings, the member may appeal against the decision. The panel will appoint an independent expert to hear the appeal. Members who decide to appeal against a decision will have to pay a fee, which will be refunded if the appeal is upheld.

9.5 Completing the contract

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

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

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

scheme administrator will put forward another supplier within 20 working days of being informed.

10 Monitoring performance

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

- a feedback received from consumers;
- b analysis of cases in which members have not kept to the Code;
- c regular audits of members' performance;
- d analysis of conciliation and arbitration cases.

The scheme administrator will also carry out:

- e independent research on consumer satisfaction levels; and
- f 'mystery shopping' exercises to judge members' responsiveness.

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

Annex

1 Guidance for members who offer credit

Licensing guidance

All members offering credit to consumers must ensure that they hold a valid standard consumer credit licence and that they are licensed under the appropriate categories of the Consumer Credit Act 1974 (the basic minimum categories required cover consumer credit, credit brokerage and canvassing off trade premises – set out in sections d,,c and s).

The Office of Fair Trading (OFT) offers guidance to all licensees. Members who offer credit must familiarise themselves with the following information:

- OFT Guidance for applicants and licence holders
- fitness and requirements guidance
- guidance on civil penalties and irresponsible lending (to be published in Jan 2008)

These guidance notes can be found on the OFT website at:

http://www.offt.gov.uk/advice_and_resources/publications/guidance/consumer_credit_act/

The Financial Ombudsman Service

Members offering credit should also be aware of the existence of the Financial Ombudsman Service (FOS). In instances where a consumer has a complaint and where credit was involved in the transaction, the member must first try to resolve the complaint. If you provide or arrange credit services you have an interest in understanding any concerns that the consumer has, and that you have the opportunity to put things right. If members are unable to resolve the complaint satisfactorily, members should follow the complaints procedure set out above.

If the consumer is still dissatisfied after the conciliation service they should refer the complaint to the FOS. It is the responsibility of every member to inform a consumer whose complaint relates to a credit agreement that they have the right to seek redress through the FOS. The FOS arbitration scheme has the following advantages for consumers:

- it is free for the consumer
 - any decision made by FOS is not legally binding on the consumer who may subsequently take the complaint to court if they are not satisfied with it.
-

Credit agreements

All regulated consumer credit agreements are governed by the Consumer Credit Act 1974 and regulations made under the Act. All application forms and regulated credit agreements must comply with the requirements of the Consumer Credit (Agreements) Regulations 1983. These regulations set out the form and content of regulated credit agreements. They also lay down the rights and remedies that such agreements must contain. A copy of the Regulations is available on the Stationery Office website at: www.opsi.gov.uk

Attachments

A Glossary and definitions

This document uses the following definitions.

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

REAL Assurance Scheme Consumer Code

	on the roof or the structure of a building, or those mounted nearby within the consumer's grounds.)
independent arbitration	The independent arbitration procedure described in section 9.3.
installer	An organisation or person installing a renewable or micro heat and power generator in or at the property of a consumer, as defined above.
installer accreditation	The Microgeneration Certification Scheme being developed to make sure that listed installers have the ability and expertise to fit, test and commission renewable and micro heat and power generators to the standard set out in relevant government programmes.
listing certificate	The document given to a company to confirm they have been accepted onto the scheme. This will show any specific energy sources covered and whether the listing is provisional.
member	Any registered member of the scheme.
panel	The panel appointed to monitor the development of the Code, at least half of whose members will be independent of the industry. The panel will be chaired by one of the independent panel members.
product	An item of hardware forming part of a renewable or micro heat and power generator.
product certification	The standards and conditions being developed to make sure that products are suitable to be installed as renewable or micro heat and power generators, as required by relevant government programmes.
the property	The premises where the renewable or micro heat and power generator has been or will be installed
provisional listing certificate	A document given to a company which has applied to join the scheme, but which makes it clear that the listing is provisional until the scheme administrator has received all the information they need.
REALity Check	The scheme's listed mark, shown on the cover sheet of this document, which must be used by companies who are members of the scheme.
the scheme	The REAL Assurance Scheme as described in section 2.3.
scheme administrator	Renewable Energy Assurance Limited – the organisation we have appointed to take responsibility for the administrative support for the scheme.
scheme website	The internet site, www.r-e-a.net , where details of the scheme, including the Code, are published.
technical handbook	The details specific to an individual energy source contained in the supplementary documents referred to in attachment A4.

B Types of renewable energy sources or convertors

This Code covers the following renewable energy sources. If there are special requirements for energy sources not listed here, these are covered in the separate technical handbooks listed in attachment C4. The Code also covers micro heat and power systems and fuel cells, even where their energy source is not renewable.

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

There are many other renewable energy sources, including wave and tidal power, and energy from landfill and other biogas sources. Because these are not normally used for micro heat and power generators, they are not covered by technical guidance associated with this Code.

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

C1 Guidelines on using the REALity Check and other marks*

C2 Guidelines on presenting performance predictions*

C3 Guidance to help consumers choose renewable and micro heat and power generators

<http://www.realassurance.org.uk/consumer-guide.asp>

C4 Supplementary guidance for individual energy sources

<http://www.redbooklive.com/page.jsp?id=135>

C5 Guidance on installer accreditation

<http://www.redbooklive.com/page.jsp?id=135>

C6 Guidance on product certification

<http://www.redbooklive.com/page.jsp?id=135>

C7 The laws, guidance and codes that apply

Arbitration Act 1996

British Code of Advertising and Sales Promotion

Business Names Act 1980

Companies Act 1980

Control of Misleading Advertisement Regulations 1988

Consumer Credit Act 1974

Consumer Credit Act 2006 (as amended)

Consumer Credit (Advertisements) Regulations 1999

Consumer Credit (Agreements) Regulations 1983

Consumer Credit (Disclosure of Information) Regulations 2004

Consumer Credit (Agreements and cancellation notices and copies of documents) (Amended) Regulations 1985

Consumer Protection Act 1987

Consumer Protection (Cancellation of Contracts concluded away from business premises) Regulations 1987 and Amendment 1998

Consumer Transaction (Restrictions on Statements) Order 1976

Data Protection Act 1998

Direct Selling Association Consumer Code

Energy Services Trial 2004 terms of reference set by Ofgem

Enterprise Act 2000 (and all the legislation covered by it)
Hire Purchase Act 1964
Icstis Consumer Code
Misrepresentation Act 1967
Ofcom Consumer Code
Sale of Goods Act 1979
Sale and Supply of Goods and Services Act 1994
Supply of Goods and Services Act 1982
Trade Descriptions Act 1968
Unfair Contract Terms Act 1977
Unfair Terms in Consumer Contracts Regulations 1999
[http://www.offt.gov.uk/business/legal, utcc/guidance.htm](http://www.offt.gov.uk/business/legal_utcc/guidance.htm)
(More details can be obtained from Consumer Direct:
<http://www.consumerdirect.gov.uk/>)

C8 Details of cooling off periods required in relevant legislation

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

Consumer Credit Act 1974 – consumers who enter into a credit agreement have a right to a five day cooling off period from the date regardless of whether the visit was pre-arranged. If the customer does not receive a copy of the executed agreement, the cancellation extends to the end of the fourteenth day following the day on which the customer signed the unexecuted agreement.

Consumer Protection (Cancellation of Contracts Concluded Away From Business Premises) Regulations 1987 – consumers who enter into a contract away from business premises have a right to cancel the contract within seven days. In the case of doorstep selling, members who fail to give the consumer written notice that they can cancel the contract may be committing a criminal offence.

D Contact details and links to other organisations

The scheme sponsor

Renewable Energy Association

17 Waterloo Place
London
SW1Y 4AR

Phone: 020 7747 1830
Fax: 020 7925 2715
E-mail: assurance@r-e-a.net
Website: www.r-e-a.net

The scheme administrator

Renewable Energy Assurance Limited

17 Waterloo Place
London
SW1Y 4AR

Phone: 020 7747 1830
Fax: 020 7925 2715
E-mail: real@r-e-a.net
Website: www.r-e-a.net

Consumer protection organisations and agencies

energywatch

Artillery House, Artillery Row
London
SW1P 1RT

Phone: 08459 060708
Fax:
E-mail: info@energywatch.org.uk
Website: www.energywatch.org.uk

Office of Fair Trading

Fleetbank House
2-6 Salisbury Square
London EC4Y 8JX

Phone: 08457 22 44 99
Fax: 0207 211 8800
E-mail: enquiries@oft.gov.uk
Website: www.oft.gov.uk

National Consumer Council

20 Grosvenor Gardens
London SW1W 0DH

Telephone: 020 7730 3469
Fax: 020 7730 0191
Email: info@ncc.org.uk
Website: <http://www.ncc.org.uk>

Office of Gas and Electricity Markets (Ofgem)

9 Millbank
London SW1P 3GE

Phone: 020 7901 7000
Fax: 020 7901 7066
Email: info@ofgem.gov.uk
Website: www.ofgem.gov.uk

Advertising standards groups

Advertising Standards Authority

Complaints department
2 Torrington Place
London WC1E 7HW

Phone: 0207 580 5555
Fax: 0207 631 3051
E-mail: inquiries@asa.org.uk
Website: www.asa.org.uk

Office of Communications (Ofcom)

Riverside House
2a Southwark Bridge Road
London SE1 9HA

Phone: 020 7981 3000
Fax: 020 7981 3333
E-mail: info@ofcom.org.uk
Website: www.ofcom.org.uk

PhonePayPlus

Clove Building
4 Maguire Street
London SE1 2NQ

Phone: 020 7940 7474
Fax: 020 7940 7456
E-mail: info@icstis.org.uk
Website: www.icstis.org.uk

Energy, buildings and technical expert organisations

British Standards Institution

British Standards House
389 Chiswick High Road
London W4 4AL

Phone: 020 8996 9000
Fax: 020 8996 7400
Email: cservices@bsi-global.com
Website: www.bsi-global.com

Building Research Establishment

Garston
Watford WD25 9XX

Phone: 01923 664000
Fax:
E-mail: enquiries@bre.co.uk
Website: <http://www.bre.co.uk>

Energy Saving Trust

21 Dartmouth Street
London SW1H 9BP

Phone: 020 7222 0101
Fax: 020 7654 2460
E-mail: info@est.org.uk
Website: www.est.org.uk

Carbon Trust

8th Floor, 3 Clement's Inn
London WC2A 2AZ

Phone: 0800 085 2005
Fax: 020 7170 7020
Email: customercentre@carbontrust.co.uk
Website: www.carbontrust.co.uk

Other industry associations

British Wind Energy Association

1 Aztec Row
Berners Road
London N1 0PW

Phone: 020 7689 1960
Fax: 020 7689 1969
E-mail: info@bwea.com
Website: www.bwea.com

MicroPower Council

37-41 Old Queen Street
London SW1H 9JA.

Phone: 020 7393 2752
Fax:
Email: info@micropower.co.uk
Website: www.micropower.co.uk

Energy Networks Association

18 Stanhope Place
London W2 2HH

Phone: 020 7706 5100
Fax:
Email: info@energynetworks.org
Website: www.energynetworks.org

Energy Retail Association

17 Waterloo Place,
London SW1Y 4AR.

Phone: 020 7930 9175
Fax: 020 7930 9193
Email: info@energy-retail.org.uk
Website: <http://www.energy-retail.org.uk/>

Solar Trade Association

c/o National Energy Foundation

The independent arbitrator

National Energy Foundation

National Energy Centre
Davy Avenue, Knowlhill
Milton Keynes MK5 8NG

Phone: 01908 442291
Fax: 0870 0529193
E-mail: info@nef.org.uk
Website: www.greenenergy.org.uk

Other organisations that solve disputes

Chartered Institute of Arbitrators

12 Bloomsbury Square
London
WC1A 2LP

Phone: 0207 421 7444
Fax: 0207 404 4023
E-mail: info@arbitrators.org
Website: www.arbitrators.org

E Our responsibilities

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

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

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

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

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

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

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