

# **DEPARTMENT OF ENERGY AND CLIMATE CHANGE**

## **GREEN DEAL CODE OF PRACTICE**

27 September 2012



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This Code of Practice was laid before Parliament in draft pursuant to section 39(2) of the Energy Act 2011; the draft lay for forty days pursuant to section 39(3), (5) and (6) of that Act, during which period neither House of Parliament resolved that the Code of Practice not be approved.

Accordingly, the Secretary of State issues this Code of Practice, pursuant to regulation 10 of the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012.

27 September 2012

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# **GREEN DEAL CODE OF PRACTICE**

**This is the Code of Practice for Green Deal Providers, Green Deal Assessors, Green Deal Installers and Certification Bodies issued by the Secretary of State for Energy and Climate Change under regulation 10 of the Green Deal Framework (Disclosure, Acknowledgment, Redress, etc.) Regulations 2012.**

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## **1. Introduction**

- 1.1. This Code of Practice is issued by the Secretary of State for Energy and Climate Change (“the Secretary of State”) under regulation 10 of the Framework Regulations and sets out requirements for those persons acting as Green Deal Providers, Green Deal Assessors, or Green Deal Installers (‘Green Deal Participants’), or Certification Bodies.
- 1.2. This Code of Practice supplements the legal requirements for Green Deal Participants and Certification Bodies set out in Part 1 of the Energy Act 2011 and the Framework Regulations.
- 1.3. The requirements set out in this Code of Practice are designed to ensure that all Green Deal Participants and Certification Bodies operate fairly and transparently; deliver good customer service; have appropriate levels of training; and provide appropriate redress mechanisms for customers.
- 1.4. Parts 1 to 5 of this Code of Practice set out requirements for all Green Deal Participants and Certification Bodies. The annexes to this Code of Practice set out specific additional requirements for each category of Green Deal Participant and Certification Body, and for products and systems which are installed under the Green Deal –
  - Annex A: Green Deal Assessors
  - Annex B: Green Deal Providers
  - Annex C: Green Deal Installers
  - Annex D: Green Deal Products and Systems
  - Annex E: Certification Bodies
- 1.5. The Code of Practice is managed, and compliance with it monitored, on the Secretary of State’s behalf, by the Oversight and Registration Body. This Code of Practice may be reissued from time to time by the Secretary of State. All Green Deal Participants and Certification Bodies must comply with the current version of this Code of Practice.
- 1.6. A glossary of terms used in this Code of Practice is set out on pages 10 to 12.

## **2. General provisions**

- 2.1. Green Deal Participants and Certification Bodies must comply with the requirements of this Code of Practice (including its annexes) which apply to them and must have proper regard to any relevant guidance issued by the Secretary of State.
- 2.2. Green Deal Participants and Certification Bodies must co-operate with the Oversight and Registration Body. Access must be provided to all relevant records and processes during audits and inspections by the Oversight and Registration Body.
- 2.3. Green Deal Participants and Certification Bodies must ensure that a copy of this Code of Practice is made available, free of charge, to any interested person upon request.
- 2.4. Green Deal Participants and Certification Bodies must co-operate with the Secretary of State (and the Oversight and Registration Body acting on his behalf) and with the Relevant Ombudsman Service who is investigating complaints, requesting information or seeking redress on behalf of Green Deal customers.

- 2.5. Green Deal Participants and Certification Bodies must ensure that their employees, contractors, subcontractors and associates comply with this Code of Practice when undertaking any activity to which this Code of Practice applies.
- 2.6. Green Deal Participants and Certification Bodies must act honestly and fairly and must not do anything which might bring the Green Deal scheme into disrepute.

### ***Eligible Measures, Products and Systems***

- 2.7. Only products and systems that meet the requirements of Annex D may be installed under a Green Deal Plan.

### ***Training***

- 2.8. Green Deal Participants and Certification Bodies must ensure all of its staff and the staff of their contractors, subcontractors, and associates are competent to undertake the work they carry out, in line with the requirements set out in this Code of Practice.
- 2.9. Green Deal Participants and Certification Bodies must encourage and support the continued development and training of all the staff mentioned in paragraph 2.8 and ensure that the training of those staff is up to date.
- 2.10. Green Deal Participants and Certification Bodies must keep signed and dated records of all relevant training and qualifications undertaken by their staff and ensure the same records are kept by contractors, sub contractors and associates in respect of their staff.

### ***Data Protection***

- 2.11. All Green Deal Participants and Certification Bodies must comply with the requirements of the Data Protection Act 1998 when processing personal data obtained under, or in connection with, the Green Deal.
- 2.12. Any obligation in this Code of Practice to collect, store or disclose information which contains personal data has effect subject to the Data Protection Act 1998.

## **3. Marketing and use of the Green Deal Quality Mark**

### ***Advertising and Promotion***

- 3.1. Green Deal Participants and Certification Bodies must ensure that all their promotional material includes links to clear, jargon-free and appropriate information regarding the Green Deal so that customers can understand what it entails. Information or promotional materials supplied about the Green Deal must indicate clearly that independent and impartial advice is available through the Energy Saving Advice Service including the telephone number and web address.
- 3.2. Green Deal Participants and Certification Bodies must ensure that any statement or other material which they issue regarding their involvement in the Green Deal makes clear the specific service they are authorised to provide in relation to the Green Deal. Green Deal Participants and Certification Bodies must not make statements which suggest that they are recommended or approved by Government, or that they are working in conjunction or association with Government.

- 3.3. If a Green Deal Participant or Certification Body is unclear whether a phrase they plan to use is appropriate, they must contact the Oversight and Registration Body for further advice.

### ***Green Deal Quality Mark***

- 3.4. Green Deal Participants and Certification Bodies must use the Green Deal Quality Mark on identifying documentation and any marketing materials in accordance with the requirements of the Green Deal Mark Licence and relevant guidance issued by the Secretary of State.
- 3.5. Green Deal Participants and Certification Bodies must not use the Green Deal Quality Mark in a way that suggests they are authorised in relation to services or functions that are unrelated to the Green Deal or are not covered by their authorisation. If a Green Deal Participant or Certification Body is unclear whether their planned use of the Green Deal Mark is appropriate they must contact the Oversight and Registration Body for further advice.

### ***Sales and Cold Calling***

- 3.6. Green Deal Participants must not engage in cold calling activities (whether face-to-face, by phone or electronic communication) if the customer has indicated by any means that they do not wish to be contacted in that way. Green Deal Participants must immediately cease cold calling activities in respect of that customer, at the customer's request.
- 3.7. Green Deal Participants must, on initial contact, disclose their identity to all customers and potential customers by showing an identification document along with details of their employer or other person they are acting on behalf of (where applicable) and provide an explanation of the specific services they are authorised to provide in relation to the Green Deal. They must disclose any links with other Green Deal Participants or third parties, any limitations on their independence (including any fees or commissions payable), and the products or services they wish to offer. This information must also be confirmed in writing at the earliest practicable opportunity.
- 3.8. Where cold calling is used to generate interest in Green Deal assessments, those engaged in the cold calling shall provide full information about the scope, process and any charges associated with the Green Deal assessment. Any assessment visit must take place at least a day after the original cold-call approach, unless the customer specifically requests a same day assessment. Details of the information required to be provided to customers is set out in the Assessor Services Specification.
- 3.9. A Green Deal Participant may only carry out activities which the customer has consented to, either orally or in writing, during a visit to a customer's property.
- 3.10. Green Deal Assessors must ensure that they clearly distinguish in their contact with customers between (i) the impartial assessment of a property in question and recommendations produced via that assessment; and (ii) any additional marketing and sales activities, whether relating to Green Deal or other products or services. Green Deal Participants must not engage in high-pressure sales techniques and must not accept sales leads from persons who are known or suspected to engage in such activities. Green Deal Participants must take reasonable steps to satisfy themselves about how other parties obtains sales leads before entering into arrangements with them.



- 3.11. Green Deal Participants must not offer payments or other remuneration which incentivise staff or other persons to engage in inappropriate sales techniques, or to recommend specific products or services when these may not be appropriate for the customer.
- 3.12. Green Deal Participants must make customers aware of their right to terminate any visit or other contact and of any cooling-off periods which apply. This must be done orally and/or in writing as appropriate.

#### **4. Customer Complaints, Dispute Resolution and Redress in the Green Deal**

##### ***Complaint handling procedure***

- 4.1. Green Deal Providers must put in place a complaints handling procedure which sets out the circumstances in which they are required to handle a complaint and the requirements specified in paragraphs 4.18 to 4.23.

##### ***Circumstances in which a Green Deal Provider is required to handle a complaint***

- 4.2. A Green Deal Provider is required to handle a complaint if the complaint –
- 4.2.1. is made by a person who –
    - 4.2.1.1. in relation to the particular complaint, is a person specified under regulations 55 to 58 of the Framework Regulations;
    - 4.2.1.2. in relation to a breach of the relevant requirements is a potential customer of the Green Deal Provider; or
    - 4.2.1.3. is acting on behalf of a person referred to in sub paragraphs 4.2.1.1 or 4.2.1.2;
  - 4.2.2. is in respect of a breach of a relevant requirement by –
    - 4.2.2.1. the Green Deal Provider;
    - 4.2.2.2. the Green Deal Installer; or
    - 4.2.2.3. subject to paragraph 4.3, the Green Deal Assessor provided that Assessor is not independent (“a non-independent Green Deal Assessor”);
  - 4.2.3. complies with the relevant provisions (set out in paragraphs 4.10 to 4.15) as applicable; and
  - 4.2.4. is not a complaint which falls under paragraphs 4.16 or 4.17 as applicable.
- 4.3. A Green Deal Assessor is required to handle a complaint made in accordance with the Assessor Services Specification.
- 4.4. Where a complaint is received by a Green Deal Participant which does not fall under paragraphs 4.2 or 4.3, as applicable, the Green Deal Participant is not required to take any further action in relation to the complaint.

- 4.5. Where the Green Deal Participant is not required to take any further action in relation to a complaint, it must notify the complainant in writing within seven working days of receipt of the complaint.
- 4.6. Where a Green Deal Assessor receives a complaint which is made in accordance with the Assessor Services Specification, the Green Deal Assessor must handle the complaint in accordance with the terms of the Specification.

#### ***Duties on a Green Deal Provider in relation to complaint handling***

- 4.7. Green Deal Providers must handle all complaints made in accordance with paragraph 4.2 in accordance with the terms of their complaints handling procedure.
- 4.8. Green Deal providers must comply with the requirements specified in paragraph 4.19 to 4.26 whether or not they are included in the Green Deal Provider's complaints handling procedure.

#### ***Relevant provisions in relation to making a complaint***

- 4.9. Paragraphs 4.10 to 4.14 set out the time provisions and paragraph 4.15 sets out other provisions (together the "relevant provisions") which apply depending on the nature of complaint.

#### ***Breach of the relevant requirements***

- 4.10. In relation to a complaint concerning a breach of the relevant requirements by a Green Deal Provider, a non-independent Green Deal Assessor or a Green Deal Installer, the time provisions are –
  - 4.10.1. where the complaint is made by the improver, the improver is the owner or occupier of the green deal property at the time the complaint is made;
  - 4.10.2. where the complaint is made by the bill payer, the complainant is the bill payer at the time the complaint is made;
  - 4.10.3. subject to paragraphs 4.10.4 to 4.10.6, the complaint is made within six years of the date on which the alleged breach occurred;
  - 4.10.4. where the complaint concerns the matters covered by an Installation Guarantee, subject to paragraph 4.10.6, the complaint is made within five years of the Relevant Date;
  - 4.10.5. where the complaint concerns the matters covered by a Consequential Damage Guarantee, subject to paragraph 4.10.6, the complaint is made within ten years of the Relevant Date;
  - 4.10.6. where the complaint concerns the matters covered by an Installation Guarantee or a Consequential Damage Guarantee and the improvement is solid wall insulation or cavity wall insulation, the complaint is made within twenty-five years of the Relevant Date.

#### *Breach of the consent provision*

4.11. In relation to a complaint concerning a breach of the consent provision, the time provision is that at the time the complaint is made there is an outstanding balance under the Green Deal Plan.

#### *Breach of the disclosure and acknowledgement provisions*

4.12. In relation to a complaint concerning a breach of the disclosure and acknowledgement provisions, the time provisions are that–

4.12.1. where the recipient becomes the bill payer of a Green Deal property, the complaint is made within 90 days of the recipient being notified by the relevant energy supplier that it is a Green Deal property;

4.12.2. where the recipient becomes the owner of a Green Deal property which is subject to a lease, the complaint is made within 90 days of the date on which the recipient takes ownership of the property.

#### *Failure to take a consumer credit modifying step*

4.13. In relation to a complaint concerning a failure to take a consumer credit modifying step, the time provision is that at the time the complaint is made there is an outstanding balance under the Green Deal Plan.

#### *Further provisions regarding complaints in respect of breach of consent provision*

4.14. A Green Deal Provider is not required to handle a complaint concerning a breach of the consent provision unless, before making the complaint to the Green Deal Provider, the bill payer has –

4.14.1. informed the Relevant Person about the breach;

4.14.2. requested retrospective consent from the Relevant Person;

4.14.3. allowed the Relevant Person a reasonable period of time to give consent.

4.15. Where retrospective consent is obtained, the Green Deal Provider is not required to take further action in relation to the breach.

#### ***Form, content and evidence requirements***

4.16. A complaint may be made orally or in writing. Where a complaint concerns a breach of the disclosure and acknowledgement provisions, subject to paragraph 4.17, the Green Deal Provider may require that the complaint is supported by relevant evidence.

4.17. Where the complaint alleges that an EPC (and / or in Scotland, the recommendations report) was not received, the EPC (and / or the recommendations report where appropriate) does not have to be given to the Green Deal Provider.

#### ***Procedure for handling complaints***

### *Prescribed terms*

- 4.18. When determining whether or not the requirements of paragraphs 4.15 and 4.16 have been met, Green Deal Providers must take account of the needs of vulnerable consumers, those with additional needs or special access requirements.
- 4.19. The Green Deal Provider must, within seven working days of receipt of the complaint, notify the complainant in writing –
  - 4.19.1. that the complaint has been received;
  - 4.19.2. of the Green Deal Provider's complaints handling procedure;
  - 4.19.3. of the Relevant Ombudsman Service;
  - 4.19.4. any Additional Complaints Handling Procedures.
- 4.20. Where the complaint is made in respect of a breach of the relevant requirements by the Green Deal Installer or a non-independent Green Deal Assessor, the Green Deal Provider's complaints handling procedure must include a duty on the Green Deal Provider to –
  - 4.20.1. obtain all necessary information from the Green Deal Installer or non-independent Green Deal Assessor;
  - 4.20.2. notify in writing the Certification Body on whose membership list the Green Deal Installer or Green Deal Assessor is included;
  - 4.20.3. notify the complainant in writing about the complaints procedures available in accordance with the Assessor Services Specification in cases concerning non-independent Green Deal Assessors, or PAS 2030 in cases concerning Green Deal Installers.
- 4.21. Green Deal Providers must use reasonable endeavours to investigate and resolve the complaint. They must notify the complainant in writing of their decision within eight weeks.
- 4.22. Where Green Deal Providers consider that an independent Green Deal Assessor was responsible for the breach, Green Deal Providers must notify the complainant in writing as soon as practicable.
- 4.23. At the same time as notifying the complainant in writing of its decision, or that it considers that an independent Green Deal Assessor is responsible, Green Deal Providers must give details to the complainant of the Relevant Ombudsman Service.
- 4.24. If the complainant is not satisfied with the Green Deal Provider's decision, the complainant may refer the complaint to a Relevant Ombudsman Service. The Green Deal Provider must assist the complainant to do so, including referring the complaint to that ombudsman service if the complainant so requests.
- 4.25. The Green Deal Provider must cooperate, and use reasonable endeavours to ensure that the Green Deal Installer and the non-independent Green Deal Assessor, where appropriate, cooperate with any investigation carried out by the ombudsman.

4.26. Any Additional Complaints Procedures specified in accordance with paragraph 4.19.4 must not conflict with the requirements of this part.

## **5. Sanctions**

5.1. Where a Green Deal Participant or a Certification Body breaches a requirement of this Code of Practice, the Secretary of State may impose a sanction in accordance with Part 8 of the Framework Regulations.

5.2. Where a sanction is imposed on a Green Deal Installer or a Green Deal Assessor, the Green Deal Installer or Green Deal Assessor must notify in writing the Certification Body on whose membership list that person is included.

5.3. A Green Deal Assessor or Green Deal Installer must cooperate with any investigation into its activities by that Certification Body.

## Glossary of Terms

Any term used in this Code of Practice and not defined below has the meaning given in –

(a) regulation 2 or 51 of the Framework Regulations;

(b) Part 1 of the Energy Act 2011.

In addition, the following terms have the meaning set out in this table when used in this Code of Practice –

<b>Term</b>	<b>Meaning</b>
Accreditation	Process by which the Green Deal Accreditation Body confirms that a Certification Body meets the requirements of either the Assessor Certification Body Specification, or PAS 2031 and the applicable parts of PAS 2030, or both, and is able to certify persons to act as Green Deal Assessors or Green Deal Installers, or both.
Additional Complaints Handling Procedures	Any steps which may be taken by or on behalf of the Green Deal Provider to investigate or resolve a complaint which are additional to the steps the Green Deal Provider is required to take under part 4 of this Code of Practice.
Assessor Certification Body Specification	The specification for Certification Bodies certifying the Green Deal Advice Service (version 202/2012). Details of the Assessor Certification Body Specification are available at – <a href="http://www.decc.gov.uk/en/content/cms/tackling/green_deal/gd_industry/advisors/advisors.aspx">http://www.decc.gov.uk/en/content/cms/tackling/green_deal/gd_industry/advisors/advisors.aspx</a>
Assessor Services Specification	The specification for organisations providing the Green Deal Advice Service (version 002/2012). Details of the Assessor Services Specification are available at – <a href="http://www.decc.gov.uk/en/content/cms/tackling/green_deal/gd_industry/advisors/advisors.aspx">http://www.decc.gov.uk/en/content/cms/tackling/green_deal/gd_industry/advisors/advisors.aspx</a>
Authorisation	Authorisation from the Secretary of State, or a person acting on the Secretary of State's behalf, for a person to act as a Green Deal Participant or Certification Body.
CCA	The Consumer Credit Act 1974
Certification	Process by which a Certification Body confirms that a person meets the requirements of the Assessor Services Specification or PAS 2030, or both, and is able to act as a Green Deal Assessor or Green Deal Installer.
Certification Body	A body which is authorised under Part 2 of the Framework Regulations to certify persons against either the Assessor Services Specification or PAS 2030 to act as Green Deal Assessors or Green Deal Installers.
Complaint	Eligible complaint within the meaning of regulation 61 of the Framework Regulations.

Consequential Damage Guarantee	A guarantee which complies with paragraph 3 of Schedule 3 to the Framework Regulations.
ECO	The scheme operated under the Electricity and Gas (Energy Company Obligation) Order 2012 for the promotion by energy suppliers of measures which improve domestic energy efficiency, reduce emissions and reduce the cost to households of heating their homes.
Energy Saving Advice Service	The energy efficiency helpline for members of the public, contact details for which are available at <a href="http://www.direct.gov.uk/savingenergy">http://www.direct.gov.uk/savingenergy</a> .
EPC Register	The register maintained under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (or any regulations replacing them) or the Energy Performance of Buildings (Scotland) Regulations 2008 (or any regulations replacing them) for the purposes of storing the data from which an energy performance certificate and/or a recommendations report may be produced.
Framework Regulations	The Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012.
Green Deal Accreditation Body	The United Kingdom Accreditation Service (UKAS).
Green Deal Advice Report	The report produced by a Green Deal Assessor as a consequence of a qualifying assessment of a property.
Green Deal EPC Adviser Tool	The online Green Deal tool available at – <a href="http://epcadviser.direct.gov.uk/epcadviser.html">http://epcadviser.direct.gov.uk/epcadviser.html</a> .
Installation Guarantee	A guarantee which complies with paragraph 2 of Schedule 3 to the Framework Regulations.
Material Change	One or both of – (a) the removal of a Measure from a property; or (b) a change that is made to a property that results in the property- (i) being used as a dwelling where previously it was not; (ii) containing a flat where previously it did not; (iii) which contains at least one dwelling, containing a greater or lesser number of dwellings than it did previously; (iv) not being used as a dwelling where previously it was; (v) not containing a flat where previously it did.
Measure	An energy efficiency improvement made to a property, for example, loft insulation, cavity wall insulation or replacement boiler.

Member	A person certified by a Certification Body to act as a Green Deal Assessor or Green Deal Installer.
Occupancy Assessment	An assessment of the actual use of energy by the occupiers of a domestic property at the time the assessment is carried out, which forms part of a qualifying assessment for a domestic property and is conducted in accordance with the requirements of the Assessor Services Specification.
PAS 2030	PAS 2030:2012: Improving the energy efficiency of existing buildings. Specification for installation process, process management and service provision, published in February 2012, and available from BSI at <a href="http://www.bsigroup.co.uk">www.bsigroup.co.uk</a> .
PAS 2031	PAS 2031:2012: Certification of energy efficiency measure (EEM) installation services, published in February 2012, and available from BSI at <a href="http://www.bsigroup.co.uk">www.bsigroup.co.uk</a> .
Product	The branded product that is installed at a green deal property (falling within a category of qualifying energy improvement).
Oversight and Registration Body	A person acting under contract to and on behalf of the Secretary of State and discharging certain functions concerning authorisation of Green Deal Participants and Certification Bodies, and oversight of their authorised activities.
Relevant Date	The date on which the installation of the improvement was completed.
Relevant Person	The person referred to in regulation 65(2) of the Framework Regulations.
Relevant Ombudsman Service	Any ombudsman service or scheme to which a complaint may be referred.
Sanction	Any sanction imposed in accordance with Part 8 of the Framework Regulations.
Working day	A day which is not a Saturday or a Sunday, Christmas Day, Good Friday or a bank holiday under the Banking and Financial Dealings Act 1971 in the part of Great Britain in which the green deal property is situated.



## Annex A: Green Deal Assessors

The following additional requirements must be met by Green Deal Assessors participating in the Green Deal –

	<b>General requirements of Green Deal Assessors</b>
1.	Green Deal Assessors must be certified against and continue to comply with the requirements of the Assessor Services Specification.
2.	Green Deal Assessors must comply with any requirements specified by their Certification Body regarding compliance with this Code of Practice.
3.	Green Deal Assessors must be financially viable and must notify their Certification Body of any event which could affect this position.
4.	Green Deal Assessors must allow and co-operate with external monitoring of their activities by their Certification Body and/or the Green Deal Accreditation Body.
5.	Green Deal Assessors must notify their Certification Body of all qualifying assessments that the Green Deal Assessor completes within 7 days of completion and confirm whether the qualifying assessment was commissioned directly by the customer or through a Green Deal Provider.
6.	Green Deal Assessors must give customers an adequate opportunity to read the Green deal Advice Report before commencing any sales activities. Sales activities may only be conducted at the same time as the Green Deal Advice Report is provided if the customer has provided express prior consent.
	<b>Complaints specific to the assessment</b>
7.	Where a qualifying assessment is found to be incorrectly completed, or a Green Deal Assessor fails to comply with relevant requirements of this Code of Practice, the customer must be offered the option of a new assessment at no additional cost or, a refund of the cost of the original assessment and any associated costs incurred by the customer as a consequence of the incorrect assessment.

## Annex B: Green Deal Providers

The following additional requirements must be met by Green Deal Providers participating in the Green Deal –

Part 1	<b>Developing the Green Deal Quote</b>
	<b><i>Provision of information to customers regarding the Energy Saving Advice Service</i></b>
1.	Green Deal Providers must include the contact details of the Energy Saving Advice Service <sup>1</sup> in their promotional material and information provided to customers regarding the Green Deal.
2.	Where, for any reason, a Green Deal Provider is not able to offer a customer a Green Deal Plan in respect of some or all of the improvements which have been recommended for the property in a Green Deal Advice Report, it must give the customer the contact details of the Energy Saving Advice Service.
	<b><i>Considering packages of improvements</i></b>
3.	The Green Deal Provider must make a clear distinction to a customer between – (a) goods and services which are being offered by the Green Deal Provider under a Green Deal Plan, and (b) goods and services which are being offered by the Green Deal Provider but are not to be paid for under a Green Deal Plan.
	<b><i>Energy Company Obligation (ECO)</i></b>
4.	A Green Deal Provider must inform customers that additional support in the form of subsidised offers for installation of one or more improvements may be available under the ECO for householders in receipt of certain income-related benefits and that further information on these offers and the eligibility criteria for support can be obtained via the Energy Saving Advice Service. The Green Deal Provider must make it clear to the customer that the Energy Saving Advice Service may know of and be able to supply details of other Green Deal Providers or energy companies in a position to make such subsidised offer.
5.	Where a customer is eligible for ECO support, the Green Deal Provider must, if it is able to do so, offer the customer a subsidised offer for installation of improvements for which ECO subsidy is available.
6.	Paragraph 4 must be complied with as soon as is practicable and in any event before the Green Deal Provider makes any offer of a Green Deal Plan to the customer.
	<b><i>Using information from Green Deal Assessors to develop a quote for a Green Deal Plan</i></b>
7.	A Green Deal Provider must not seek to influence a Green Deal Assessor in any

<sup>1</sup> The contact details of the Energy Saving Advice Service can be found at <http://www.direct.gov.uk/savingenergy>

	way in the Assessor's provision of a Green Deal qualifying assessment.
8.	A Green Deal Provider must obtain a Green Deal Advice Report for the property before offering a customer a Green Deal Plan.
9.	<p>A Green Deal Provider must be prepared to use any Green Deal Advice Report produced by a Green Deal Assessor for the purpose of developing a quote for a Green Deal Plan, provided that –</p> <p>(a) the characteristics of the property have not changed since the date of the assessment in a way which would affect a Green Deal Assessor's recommendations;</p> <p>(b) the characteristics of the property have not changed since the date of the assessment in a way which would affect an Green Deal Assessor's estimated energy bill savings, and these changes cannot be taken into account by revising the savings estimates using the Green Deal EPC Adviser Tool;</p> <p>(c) if the property is a domestic property, the occupier of the property has not changed since the date of the Occupancy Assessment;</p> <p>(d) if the property is a non-domestic property, the use of the property upon which the qualifying assessment was based is still –</p> <p>(i) if the property is occupied, the current use of the property;</p> <p>(ii) if the property is not occupied, the use which the improver informs the Green Deal Provider will apply after the improvements are installed.</p>
	<b><i>Requirements regarding savings estimates and the cap on instalments</i></b>
10.	<p>Paragraphs 11 to 17 set out requirements regarding –</p> <p>(a) the estimate of savings on energy bills that is required for the purpose of section 4(4) of the Energy Act 2011, the basis of which is specified in regulation 27 of the Framework Regulations (the "savings estimate"), and</p> <p>(b) the limit on the amount of instalments that can be charged in the first year of a Green Deal Plan, which is set out in regulation 30 of the Framework Regulations (the "cap on instalments").</p>
	<b><i>Domestic properties</i></b>
11.	<p>For a domestic property, if the Green Deal Plan is to provide for the installation of –</p> <p>(a) all of the improvements that are listed in the section of the Occupancy Assessment entitled "Green Deal improvements selected by you"; or</p> <p>(b) all of the improvements that are listed in the section of the Occupancy Assessment entitled "Improvements recommended on the EPC",</p> <p>the Green Deal Provider must use the savings estimate for each improvement provided in that section of the Occupancy Assessment as the first year savings estimate and the cap on the first year instalments for that improvement.</p>
12.	If a Green Deal Plan for a domestic property is to provide for the installation of a package of improvements which is not identical to the list of improvements in the section of the Green Deal Occupancy Assessment entitled "Green Deal improvements selected by you", the Green Deal Provider must use the Green Deal

	EPC Adviser Tool to obtain estimated first year savings for each improvement, and these estimates must be used as the first year savings estimate and the cap on first year instalments for that improvement.
13.	If a Green Deal Provider uses a first year savings estimate obtained from the Green Deal EPC Adviser Tool, they must lodge that savings estimate respect of each improvement on the Landmark Register when the Green Deal Plan is confirmed in accordance with section 8 of the Energy Act 2011.
	<b><i>Non-domestic properties – standard estimates</i></b>
14.	For a non-domestic property, if the Green Deal Plan is to provide for the installation of all of the improvements that are listed in section 2 of the Green Deal Advice Report (which is entitled “Asset improvements”), the Green Deal Provider must, unless paragraph 16 applies, use the savings estimate for each improvement provided in that section of the Green Deal Advice Report as the first year savings estimate and the cap on first year instalments for that improvement.
15.	If a Green Deal Plan for a non-domestic property is to provide for the installation of some, but not all, of the improvements recommended in section 2 of the Green Deal Advice Report, the Green Deal Provider must obtain a revised estimate for the package of improvements that are to be installed under the Plan, produced by a Green Deal Assessor in accordance with the Assessor Services Specification.
	<b><i>Non-domestic properties – alternative estimates</i></b>
16.	A Green Deal Provider may use a savings estimate other than the estimate provided in section 2 of the Green Deal Advice Report (an “alternative estimate”) if the improver and the bill payer agree in writing that – (a) they are choosing not to use the estimates contained in the Green Deal Advice Report as the basis for the savings estimate; and (b) they understand that this alternative estimate will be the cap on instalments under a Green Deal Plan.
17.	Where an alternative estimate is used, the Green Deal Provider remains responsible for ensuring that the estimate is carried out on the basis specified in regulation 27 of the Framework Regulations.
	<b><i>Discussing energy use with customers</i></b>
18.	Where an offer of a Green Deal Plan is made in respect of a domestic property, the Green Deal Provider must discuss with the improver and bill payer, in light of the household’s actual energy use estimated in the Green Deal Occupancy Assessment, whether – (a) instalments payable under the Green Deal Plan are likely to be fully offset by savings on energy bills for the property resulting from installation of the improvements; (b) the amount of instalments to be paid under a Green Deal Plan should be set at an amount which is lower than the cap on instalments, to ensure that the Green Deal Plan is affordable to the bill payer and meets their needs and financial situation.

19.	A Green Deal Provider must take a household's estimated energy use into account when carrying out any affordability assessment that the Green Deal Provider is advised to carry out under the Office of Fair Trading's Irresponsible Lending Guidance. If the occupier has changed since the Green Deal Occupancy Assessment was carried out, a new Occupancy Assessment must be carried out.
20.	If, before entering into a Green Deal Plan, a Green Deal Provider is provided with information by an energy supplier which shows that the bill payer has outstanding energy debts, the Green Deal Provider must raise this with the customer and take this into account when assessing the affordability of the instalments that are to be payable under the plan.
21.	A Green Deal Provider must inform customers when making an offer of a Green Deal Plan that – <ul style="list-style-type: none"> <li>(a) the savings estimates which are (i) in the Green Deal Advice Report, or (ii) made by the Green Deal Provider, are simply estimates of the savings which could be made on energy bills; and</li> <li>(b) whether these savings are actually achieved will be affected by – <ul style="list-style-type: none"> <li>(i) the way that energy is used at the property; and</li> <li>(ii) the tariffs charged for energy supplied to the property.</li> </ul> </li> </ul>
22.	Green Deal Providers must ensure they use realistic figures when discussing potential future energy price changes with improvers or bill payers. They must also make clear when doing so that projected prices are only a prediction, and that the actual price changes over time may be different.
	<b><i>Providing information to customers on the terms of a Green Deal Plan and improvements to be installed under a Green Deal Plan</i></b>
23.	Before entering into a Green Deal Plan, a Green Deal Provider must inform the improver and bill payer what ongoing maintenance, servicing or special treatment (e.g. using a specific type of paint on internal solid wall insulation) the improvements will require and any likely costs.
24.	Before entering into a Green Deal Plan, a Green Deal Provider must provide the improver, bill payer, and anyone else whose confirmation is required under regulation 36 of the Framework Regulations, with the following information – <ul style="list-style-type: none"> <li>(a) the terms and conditions of the Green Deal Plan, including any guarantees;</li> <li>(b) the terms of any insurance to be provided under paragraph 97 of this Code of Practice.</li> </ul>
25.	A Green Deal Provider must take reasonable steps to ensure that the improver and the bill payer understand the obligations contained in a Green Deal Plan before entering into it, and that they understand which obligations will pass to subsequent bill payers at the property.
26.	Before entering into a Green Deal Plan, a Green Deal Provider must inform the improver and those giving a confirmation under regulation 36 of the Framework Regulations whether – <ul style="list-style-type: none"> <li>(a) the plan will be regulated by the CCA or not; and</li> </ul>

	(b) where the plan will not be regulated by the CCA, the Green Deal Provider is to agree in the plan to be bound by the requirements of the CCA in any event.
<b>Part 2</b>	<b>Finalising the Green Deal Plan and signing customers up to the Plan</b>
	<b><i>Discussing quotes and terms of a Green Deal Plan with customers</i></b>
27.	Where, in relation to a domestic property, the instalments to be paid under a Green Deal Plan are to be higher than the amount that the Occupancy Assessment indicates that the household is likely to save on energy bills, the Green Deal Provider must, before entering into a Green Deal Plan for the property, obtain the bill payer's written acknowledgment that they understand that the charge may not be fully offset by the savings and that they wish to enter into the Green Deal Plan in that knowledge.
28.	Where, in respect of a domestic property, the instalments under a Green Deal Plan will exceed £10,000 in total, a Green Deal Provider must ensure that, before entering into the Green Deal Plan, the improver has received at least three quotes from different Green Deal Providers for installation of the proposed improvements under a Green Deal Plan, unless the improver gives the Green Deal Provider written confirmation that –  (a) they have chosen not to obtain three quotes from different Green Deal Providers for a Green Deal Plan for installation of the proposed improvements, or  (b) they have not been able to obtain three quotes from different Green Deal Providers for a Green Deal Plan for installation of the proposed improvements.
29.	Where the Green Deal Provider is affiliated with a Green Deal Assessor, the Green Deal Provider must inform the improver that they have the right to take their assessment to another Green Deal Provider and ask for it to be used as the basis for a quote for the installation of the recommended improvements under a Green Deal Plan.
30.	When a Green Deal Provider gives a quote for a Green Deal Plan to an improver, the Green Deal Provider must explain to that improver –  (a) which of the terms of the proposed Green Deal Plan and other requirements or protections will only apply if the customer installs the improvements under a Green Deal Plan; and  (b) which of the terms of the proposed Green Deal Plan and other requirements or protections would apply if the Green Deal Provider installed the improvements under an agreement which is not a Green Deal Plan.
31.	A Green Deal Provider must ensure that all requirements or conditions that must be met by the improver or the bill payer are clearly explained to that person before a Green Deal Plan is entered into and set out in the Green Deal Plan.
	<b><i>Developing the specification of works</i></b>
32.	Where a package of improvements is proposed to be installed under a Green Deal Plan it is the responsibility of the Green Deal Provider to ensure that the products installed are properly integrated with each other and with any previously installed

	<p>energy efficiency improvements in order to –</p> <p>(a) ensure that the energy performance of the products and the improved building will be broadly as anticipated by the savings estimate made by the Green Deal Provider in respect of the Green Deal Plan;</p> <p>(b) minimise the risk of damage to the building fabric as a consequence of –</p> <p>(i) inconsistent or discontinuous insulation (thermal bridging); or</p> <p>(ii) inadequate ventilation or inadequate air tightness, particularly where the installed measures include internal or external solid wall insulation systems, cavity wall insulation or replacement or secondary glazing; and</p> <p>(c) minimise any risks to the health and safety of occupiers.</p>
33.	The Green Deal Provider must ensure that any materials or systems installed as part of an improvement package (including insulation or moisture and air control layers) do not increase the risk of interstitial condensation or moisture build-up to a point where fabric decay or risk to the health of occupants might be caused, within any element or part of the building.
34.	Before a Green Deal Plan is entered into, the Green Deal Provider must seek confirmation from product suppliers that the products to be installed under the Green Deal Plan are of a type which is capable of achieving at least the energy bill savings anticipated by the Green Deal Provider's savings estimate.
35.	When installation of energy improvements under a Green Deal Plan is being considered, the Green Deal Provider must consider whether the building is a "vulnerable building".
36.	<p>A "vulnerable building" is –</p> <p>(a) a "historic building" (as defined in Building Regulations Approved Document L1B, 2010), or</p> <p>(b) a building which is constructed in a way which means that special care is required to ensure that the installation of improvements does not result in damage to or deterioration of the building fabric (this is likely to include most buildings constructed prior to 1914).</p>
37.	<p>Where the Green Deal Provider considers that the building is a vulnerable building, the Green Deal Provider must –</p> <p>(a) inform the improver and keep a written record that the building is a vulnerable building;</p> <p>(b) take particular care to ensure that –</p> <p>(i) the proposed improvements are appropriate for the building;</p> <p>(ii) the finishes and fabric of the building are protected from damage resulting from installation of the improvements, by using appropriate materials, products and specifications; and</p> <p>(c) encourage customers to consider whether Listed Building Consent or any other approval is required before any work is carried out.</p>
38.	Where the Green Deal Provider considers that the building is a vulnerable building, the Green Deal Provider must also consider whether an architect or surveyor with specialist skills in respect of vulnerable buildings should be consulted. If the Green

	Deal Provider is in any doubt about this, they must consult the local authority historic buildings or conservation officer.
	<b><i>Information and advice to be provided to customers before a Green Deal Plan is entered into</i></b>
39.	Before a Green Deal Plan is entered into, the Green Deal Provider must provide the information and advice described in paragraphs 40 to 51 to the improver and the bill payer, and other persons, as applicable.
	<u>Advice regarding buildings insurance</u>
40.	The Green Deal Provider must advise the improver and bill payer that the buildings insurer for the property may need to be notified of the installation of any improvements installed under the Green Deal Plan.
	<u>Information on improvements: general</u>
41.	A Green Deal Provider must provide the following information in writing to the bill payer and, upon request, to anyone else from whom a confirmation was obtained under regulation 36 of the Framework Regulations – (a) information on maintenance, servicing and any special treatment required (e.g. the need to use specific types of paint on an internal wall insulation installation); and (b) user manuals, for the improvements to be installed.
	<u>Information on products and systems: charges and fees</u>
42.	When making an offer of a Green Deal Plan, the Green Deal Provider must provide the improver and the bill payer with information about – (a) any mandatory charges and fees for maintenance and/or servicing of the improvements during the lifetime of the Green Deal Plan; and (b) the cost of any additional maintenance and/or servicing of the improvements which the bill payer may wish to undertake on a voluntary basis during the lifetime of the Green Deal Plan.
43.	Before entering into a Green Deal Plan, the Green Deal Provider must provide the improver and bill payer with the information referred to in paragraph 42.
	<u>Information on matters related to collection of instalments payable under a Green Deal Plan</u>
44.	The Green Deal Provider must explain to the improver and the bill payer that – (a) some small electricity suppliers may have chosen not to take part in the procedure for processing payments due under a Green Deal Plan, and accordingly not to deal with customers who have a Green Deal Plan, and that these suppliers are referred to as “opted out suppliers”; (b) electricity suppliers who are able to deal with customers who have a Green Deal Plan are referred to as “Green Deal suppliers”;



	<p>(c) if the property is not currently supplied by a Green Deal supplier, the bill payer would need to make arrangements to change to a Green Deal supplier before entering into the Green Deal Plan; and</p> <p>(d) bill payers for the property will not be able to change to an opted out supplier while the Green Deal Plan is in place.</p>
45.	The Green Deal Provider must notify the improver and the bill payer that the instalments payable under the Green Deal Plan will be added to the electricity bill for the property and discuss with them the impact the Green Deal improvements could have on the energy bills for the property.
46.	The Green Deal Provider must make clear to the improver and the bill payer that the obligation and ability to pay Green Deal instalments via the electricity supplier will not be affected by changes in the way in which electricity bills for the property are paid, or by the electricity meter for the property being replaced or temporarily disconnected.
47.	Where the bill payer pays gas supply charges by direct debit and the installation of the improvements is likely to result in a reduction in gas consumption, Green Deal Providers must inform the bill payer that, at the outset of a Green Deal Plan, they may speak to their gas supplier and if appropriate request a reduction in their monthly direct debit payments equivalent to the savings that are likely to be realised on the gas bills for the property.
48.	If the property has a prepayment meter, the Green Deal Provider must provide the improver with information describing how and when instalments payable under a Green Deal Plan will be collected.
	<u>Information regarding early repayment terms in a Green Deal Plan which is not to be regulated under the CCA</u>
49.	Where a Green Deal Provider is to enter into a Green Deal Plan which will not be regulated by the CCA and that Green Deal Plan will contain an early repayment term pursuant to regulation 38 of the Framework Regulations, the Green Deal Provider must inform the improver and those giving a confirmation under regulation 36 of the Framework Regulations of the circumstances in which, and the persons from whom, early repayment of the credit advanced under the Green Deal Plan may be required.
50.	Where a Green Deal Provider is to enter into a Green Deal Plan which will not be regulated by the CCA, the Green Deal Provider must inform the improver and those giving a confirmation under regulation 36 of the Framework Regulations whether or not the terms of the Green Deal Plan will permit the bill payer to make a voluntary early repayment of the whole and/or part of the credit advanced under the Green Deal Plan and, where voluntary early repayment is permitted, any fees or compensation that may be payable in connection with an early repayment.
	<u>Information regarding complaints procedures</u>
51.	Green Deal Providers must make customers aware of the terms of their complaints handling procedure including, in particular – <p>(a) the persons eligible to make complaints;</p> <p>(b) the persons to whom complaints are required to be made;</p>

	<p>(c) the time limits within which complaints must be made;</p> <p>(d) the form, content and evidence requirements of complaints set out in part 4 above;</p> <p>(e) any Additional Complaints Handling Procedures.</p>
	<b><i>Notification of changes at a Green Deal property</i></b>
52.	Where a Green Deal Provider is to enter into a Green Deal Plan which will not be regulated by the CCA, the Green Deal Provider must, in the plan, require the improver and the bill payer to notify the Green Deal Provider if they become aware that the bill payer has changed from a business customer to a domestic customer.
53.	The Green Deal Provider must, in the Green Deal Plan, require the improver and the bill payer to notify the Green Deal Provider if they become aware that a Material Change has occurred.
	<b><i>Deposits and advance payments</i></b>
54.	If part of the cost of improvements is to be paid for by a customer upfront, and part under a Green Deal Plan, paragraphs 55 and 56 apply.
55.	<p>A Green Deal Provider may, at the time the contract for supply and/or installation of the improvements is entered into, require a customer to pay a deposit which does not exceed whichever is the lower of –</p> <p>(a) 25% of the agreed upfront payment; or</p> <p>(b) the amount that the Green Deal Provider needs to pay in advance of works commencing in relation to the goods and services supplied under the contract (for example, the purchase of goods).</p>
56.	<p>A Green Deal Provider may require a customer to make further advance payments in advance of the installation of improvements being complete, provided that –</p> <p>(a) any such further advance payments are payable no more than 3 weeks before the improvements are due to be delivered to the property where they are to be installed;</p> <p>(b) the contract sets out clearly the amount and timing of all such advance payments; and</p> <p>(c) the total of any deposit and advance payments that are required to be made does not exceed whichever is the lower of –</p> <p>(i) 60% of the agreed upfront payment; or</p> <p>(ii) the amount that the Green Deal Provider needs to pay in relation to the goods and services supplied under the contract before installation is complete.</p>
	<b><i>Maintenance requirements</i></b>
57.	(a) A Green Deal Plan may include a term under which the bill payer or the improver is required to carry out specified maintenance in respect of one or more of the improvements (e.g. an annual service for a boiler). Any maintenance requirements imposed must be reasonable and may not require that the maintenance must be carried out by the Green Deal Provider or a

	<p>person nominated by the Green Deal Provider.</p> <p>(b) A Green Deal Plan may provide that the availability of a guarantee in respect of an improvement is dependent on any reasonable maintenance requirements for that improvement being complied with.</p>
	<b><i>Timetable and preparation by the customer</i></b>
58.	A Green Deal Provider must confirm the agreed timetable for carrying out work with an improver when a Green Deal Plan is entered into, taking into account the improver's needs where possible.
59.	A Green Deal Provider must define clearly any preparation the improver must undertake and the date by which it needs to be completed. Where any aspect of the work depends on a step having been taken by the improver, this must be made clear to the improver.
	<b><i>Consents</i></b>
60.	<p>The Green Deal Provider must, at the earliest opportunity, take reasonable steps to provide the improver with general advice on –</p> <p>(a) the need to obtain consent for the installation of improvements at the property and who consent may need to be obtained from; and</p> <p>(b) the requirement in regulation 36 of the Framework Regulations to obtain confirmation in respect of the Green Deal Plan and who a confirmation may need to be obtained from.</p> <p>(Consents which the improver may need to obtain in relation to the improvements include –</p> <p>(i) consent notice from freeholder;</p> <p>(ii) mortgagee consent to structural alterations;</p> <p>(iii) valid listed building consent notice;</p> <p>(iv) valid planning authority decision notice.)</p>
61.	The Green Deal Provider must, at the earliest opportunity, inform improvers of the consequences that may follow if they do not obtain the correct consents, or if the consents have been obtained improperly, and if the confirmations required by regulation 36 are not obtained.
62.	<p>The Green Deal Provider must –</p> <p>(a) before a Green Deal Plan is entered into, obtain copies of the consents and confirmations that the improver has gathered in respect of the installation of improvements and the Green Deal Plan; and</p> <p>(b) store copies of those consents and confirmations for the duration of the Green Deal Plan.</p>
63.	The Green Deal Provider must, on receipt of a written request from an owner of a property or the current electricity bill payer or a Relevant Ombudsman Service investigating a complaint concerning a breach of the consent or confirmation provisions, provide a copy of the consents and/or confirmations specified in the request.

64.	Where an improver fails to obtain the correct confirmations in accordance with regulation 36 of the Framework Regulations, the Green Deal Provider must not seek to recover costs or collect compensation from any party other than the improver.
65.	The Green Deal Provider must obtain consent from the bill payer to contact the bill payer's energy supplier to set up payments.
	<b><i>Information to be provided to customers after a Green Deal Plan is entered into</i></b>
66.	As soon as is practicable after a Green Deal Plan has been entered into, the Green Deal Provider must provide the bill payer and the improver with – (a) a copy of the Green Deal Plan; (b) confirmation in writing of the Green Deal ID number; (c) contact details of the Green Deal Provider, including a telephone number, for use in case of any queries or complaints.
	<b><i>Cooling off period and cancellation rights</i></b>
67.	Where there will be a right of withdrawal or cancellation in respect of a Green Deal Plan, before the Plan is entered into, the Green Deal Provider must provide the person(s) who will be entitled to exercise the right of withdrawal or cancellation with an explanation of the effect of the exercise of any such right (including any costs which may be payable by that person) and how and when the right(s) may be exercised.
68.	Where an improver or a bill payer exercises a right of withdrawal or cancellation, the Green Deal Provider must – (a) keep a record of the reason(s) (if known) for the withdrawal or cancellation for six years; (b) provide that information to the Secretary of State and/or the Oversight and Registration Body on request.
	<b><i>Information to be provided by Green Deal Providers to Green Deal Installers</i></b>
69.	Green Deal Providers must provide Green Deal Installers with a clear design specification for all works to be carried out, including how the various products should be integrated into the overarching design for the package of improvements and with clear instructions regarding the oversight and signing off of this aspect of the works.
70.	Green Deal Providers must consider whether installation or checking of carbon monoxide monitors at the property is necessary, and, if so, include this in the specification provided to the Green Deal Installer.
71.	Information provided by Green Deal Providers to Green Deal Installers must be in an appropriate format for the Green Deal Installer to work from and comply with all relevant Building Regulations, planning consents, PAS 2030 requirements and product manufacturers/ conditions or use and installation.

	<b><i>Dealing with issues that arise after a Green Deal Plan has been entered into</i></b>
72.	<p>If following the signing of the Green Deal Plan but before or during the course of the installation works, the Green Deal Provider finds problems with or features of the property which result in work being required which has not been provided for in the Green Deal Plan (e.g. the removal of asbestos from the property), they must notify the improver immediately and discuss with the improver how they wish to proceed.</p> <p>The improver and Green Deal Provider can agree to cover the cost of this unexpected work by modifying the Green Deal Plan to increase the amount of the instalments provided that –</p> <ul style="list-style-type: none"> <li>(a) all consents required for the work to the property are obtained;</li> <li>(b) all confirmations required under regulation 36 of the Framework Regulations are obtained; and</li> <li>(c) the Green Deal Provider ensures that the requirements of regulations 30 to 36 of the Framework Regulations are met in relation to the modified Green Deal Plan.</li> </ul> <p>If the improver decides to pay some or all of the cost of the unexpected work up front, the Green Deal Provider must make clear to the customer which aspects of the work are not to be carried out under the Green Deal Plan, and the implications for the customer.</p> <p>If the customer decides not to proceed with the additional work, the Green Deal Plan may need to be cancelled. If so, the Green Deal Provider must restore the fabric of the property to the same state as it was in before the work commenced. This does not include redecoration.</p>
<b>Part 3</b>	<b>Requirements of Green Deal Providers after installation of improvements</b>
	<b><i>Ensuring work has been completed</i></b>
73.	<p>A Green Deal Provider must not confirm a Green Deal Plan until it has received confirmation from –</p> <ul style="list-style-type: none"> <li>(a) the Green Deal Installer, and</li> <li>(b) the improver,</li> </ul> <p>that the improvements have been satisfactorily installed.</p>
74.	<p>Following the installation of improvements, as a minimum, the Green Deal Provider must make good any damage or disruption to the fabric of the property.</p>
	<b><i>Ensuring work has received any necessary building control sign-off</i></b>
75.	<p>The Green Deal Provider must ensure that work carried out receives any necessary local authority building control approval.</p>
	<b><i>Providing improver with updated energy performance certificate</i></b>
76.	<p>Within 10 days of the Green Deal Plan being confirmed in accordance with section 8 of the Energy Act 2011, the Green Deal Provider must –</p> <ul style="list-style-type: none"> <li>(a) provide the improver with an energy performance certificate and, in Scotland, a</li> </ul>

	<p>recommendations report, updated with the improvements, asset rating and Green Deal Plan information; and</p> <p>(b) notify anyone who gave a confirmation in respect of the Green Deal Plan under regulation 36 of the Framework Regulations that the Green Deal Plan has been confirmed.</p>
<b>Part 4</b>	<b>Ongoing obligations during the period of the Green Deal Plan regarding payment of instalments</b>
77.	A Green Deal Provider must use the date an instalment is received by the bill payer's electricity supplier as the date of payment of that instalment under the Green Deal Plan.
78.	<p>If a Green Deal Provider becomes aware that a Material Change has occurred, the Green Deal Provider must –</p> <p>(a) notify the bill payer (or confirm to the bill payer) in writing that the Green Deal Provider has become aware that a Material Change has occurred;</p> <p>(b) inform the bill payer, in light of the Material Change, what payment options, if any, are available for the remaining payments due under the Green Deal Plan, for example –</p> <p>(i) (if the bill payer has a right to repay early under the CCA or under the Green Deal Plan) voluntarily repaying all or part of the credit which remains outstanding under the Green Deal Plan; or</p> <p>(ii) continuing to repay the instalments agreed under the Green Deal Plan;</p> <p>(c) inform the bill payer that, where the bill payer decides to repay part of the credit that remains outstanding under the Green Deal Plan or to continue to repay the instalments agreed under the Green Deal Plan, the energy performance certificate (in Scotland, the recommendations report) will be updated to include a statement which explains that changes have been made at the property since the Green Deal Plan was entered into which may impact upon the efficiency of the Measures and/or the estimated energy savings.</p>
79.	<p>If, in respect of a Green Deal Plan which is not regulated by the CCA –</p> <p>(a) the Green Deal Provider becomes aware that there has been a change in the identity of the bill payer under the Green Deal Plan or the purpose for which the credit provided under the Green Deal Plan is being used; and</p> <p>(b) as a result of that change, the Green Deal Plan would, if it were being entered into at the point the Green Deal Provider became aware of the change referred to in (a), be regulated by the CCA,</p> <p>the Green Deal Provider must not allow the Green Deal Plan to remain unregulated by the CCA.</p>
80.	In paragraph 79, when considering whether the Green Deal Plan would be regulated by the CCA, the Green Deal Provider must assume that the amount of credit being provided under the Green Deal Plan would be the amount of credit outstanding at the time the Green Deal Provider became aware of the change referred to in that paragraph.
81.	Where a Green Deal Provider has included an early repayment term in a Green Deal Plan pursuant to regulation 38 of the Framework Regulations, before

	enforcing that term, the Green Deal Provider must consider, with the relevant parties, whether there are any alternative options which might be acceptable to the Green Deal Provider and the relevant parties to avoid the need for early repayment.
	<b><i>Statements and other requests for information regarding a Green Deal Plan from improvers and bill payers</i></b>
82.	<p>Where a Green Deal Plan is regulated by the CCA, the periodic statement provided for in section 77A of the CCA and the statement of account on request, provided for in section 77 of the CCA, must be accompanied by the following reminder –</p> <p><i>“This credit agreement is part of a Green Deal Plan. Regular instalments are therefore collected through the electricity bill for this property, marked as ‘Green Deal Charge’ on the bill. To keep this credit agreement up to date, it is important to ensure the electricity bill is paid on time and in full. You remain free to change the payment schedule of your electricity bill in line with your electricity supplier’s policies, without any penalty or extra charges. If you wish to change payment frequency, you are advised to contact your electricity supplier directly; any amendment to your electricity billing schedule will automatically be reflected in the Green Deal billing schedule.”</i></p>
83.	Where a Green Deal Plan is not regulated by the CCA, the Green Deal Provider must provide the bill payer with a statement of account on request. A statement provided under this paragraph must cover the period starting on the date of the last statement provided under paragraph 85 (or where a statement has not yet been provided under that paragraph, the date the Green Deal Plan was entered into or the date that the first instalment payment under the Plan was required to be paid) and finishing on the date of the statement request.
84.	<p>The statement required by paragraph 83 must, as a minimum –</p> <ul style="list-style-type: none"> <li>(a) include the total amount of payments payable and the total amount of payments made by the bill payer making the statement request during the period to which the statement relates;</li> <li>(b) include the total amount of future payments which remain outstanding under the Green Deal Plan at the date of the request;</li> <li>(c) include the total amount of arrears which the bill payer making the statement request is liable to pay at the date of the request; and</li> <li>(d) inform the bill payer that a copy of the Green Deal Plan can, on request, be obtained from the Green Deal Provider.</li> </ul>
85.	Where a Green Deal Plan is not regulated by the CCA, Green Deal Providers must provide the bill payer with a statement of account at least once a year. Statements provided under this paragraph must cover consecutive periods, with the first such period commencing on the date the Green Deal Plan is entered into or the date that the first instalment payment under the Plan is required to be made.
86.	<p>The statement required by paragraph 85 must, as a minimum –</p> <ul style="list-style-type: none"> <li>(a) include the total amount of payments payable and the total amount of payments made by the current bill payer during the period to which the statement relates;</li> </ul>

	<p>(b) include the total amount of arrears which the current bill payer is liable to pay at the time the statement is issued;</p> <p>(c) include the total amount of future payments which remain outstanding under the Plan at the time the statement is issued; and</p> <p>(d) inform the bill payer that a copy of the Green Deal Plan can, on request, be obtained from the Green Deal Provider.</p>
87.	The statements referred to in paragraphs 83 and 85 must not include arrears for which the person to whom the statement is being issued is not responsible.
88.	<p>Where a Green Deal Plan is regulated under the CCA and the Green Deal Provider becomes aware that a person has ceased to be the bill payer at a property which has a Green Deal, the Green Deal Provider must provide that person (at a forwarding address if necessary) with a statement under section 77A of the CCA.</p> <p>The section 77A statement must –</p> <p>(a) cover the period from the date of the previous section 77A statement to the date the person ceased to be the bill payer at the property; and</p> <p>(b) highlight any arrears that are owed to the Green Deal Provider by that person.</p> <p>The Green Deal Provider must provide the section 77A statement as soon as reasonably practicable after being informed that the person has ceased to be the bill payer at the property.</p>
89.	<p>When a Green Deal Plan is regulated by the CCA and the Green Deal Provider becomes aware that a person has become the electricity bill payer at a property, the Green Deal Provider must provide that person with a statement (which must be referred to as a “Green Deal Opening Statement”) as soon as reasonably practicable after becoming aware that that person is now the bill payer.</p> <p>A Green Deal Opening Statement must –</p> <p>(a) set out the total amount of credit which remains outstanding under the Green Deal Plan at the date the person became the bill payer;</p> <p>(b) not show any arrears from before the date on which the person became the bill payer; and</p> <p>(c) inform the customer that they can obtain a copy of the original credit agreement from the Green Deal Provider.</p>
90.	<p>Where –</p> <p>(a) a Green Deal Plan is regulated by the CCA; and</p> <p>(b) a customer makes a partial early repayment of credit under section 94(3) of the CCA; and</p> <p>(c) the Green Deal Provider claims compensation under section 95B of the CCA, the Green Deal Provider must send the customer a statement (which must be referred to as a “Green Deal Partial Early Settlement Statement”), which explains the amount of compensation claimed; how the compensation has been calculated; and the fact that this compensation has been deducted from the amount repaid by the customer.</p> <p>This paragraph does not apply where the customer has made a request for a</p>



	statement under section 97A of the CCA.
	<b><i>Provision of information to assist future bill payers</i></b>
91.	<p>Green Deal Providers must take reasonable steps to ensure that the following persons are made aware of the disclosure and acknowledgment obligations and the consequences of a breach –</p> <ul style="list-style-type: none"> <li>(a) the improver;</li> <li>(b) the bill payer at the property at the time the Green Deal Plan is taken out;</li> <li>(c) anyone who gave a confirmation in respect of the Green Deal Plan under regulation 36 of the Framework Regulations who, in that role, could become responsible for the disclosure and acknowledgement obligations in the future (e.g. landlords);</li> <li>(d) subsequent property owners (if and when the Green Deal Provider becomes aware that the property has changed hands).</li> </ul> <p>(The disclosure and acknowledgement obligations are set out in the Framework Regulations and include the potential for the imposition of sanctions by the DECC Secretary of State, or their delegate, to enable redress and compensation.)</p>
92.	<p>The Green Deal Provider must, on receipt of a written request from the bill payer at the property or a person who is required to comply with the disclosure and acknowledgment obligations in respect of a property, provide the person making the request with –</p> <ul style="list-style-type: none"> <li>(a) a copy of the current credit agreement (as varied), or a summary of the key rights and obligations under the Green Deal Plan sufficient to enable a prospective bill payer to understand the nature and extent of the obligations they would be taking on; and/or</li> <li>(b) information on the guarantees that exist in relation to the improvements installed under the Green Deal Plan.</li> </ul>
	<b><i>Guarantees provided under the Green Deal Plan</i></b>
93.	The Framework Regulations require Green Deal Providers to provide customers with a guarantee in respect of any Green Deal Plan which meets, as a minimum, the requirements set out in Schedule 3 to the Framework Regulations.
94.	<p>Green Deal Providers must ensure that the customer has recourse to the guarantee if the Green Deal Provider is no longer in place or does not honour the guarantee. Green Deal Providers must therefore, to cover the risk that they cease to exist or otherwise cannot honour the guarantee, take out a contract of insurance for the benefit of the bill payer and the improver and ensure that the contract is valid for the lifetime of the guarantee. The contract of insurance must allow the bill payer and the improver access to the Financial Ombudsman Service (or, if the insurer is established elsewhere in the EEA, access to a comparable ADR scheme which complies with the principles of Commission Recommendation 98/257/EC). The contract must also be protected by the Financial Services Compensation Scheme (or, if the insurer is established elsewhere in the EEA, a comparable compensation fund of last resort).</p>
95.	All services carried out pursuant to the guarantee must be provided free of all charges, and must be carried out on-site where possible. Improvements or parts of

	improvements may only be removed from the property for repair under the guarantee if the customer gives permission. The Green Deal Provider must remain responsible for any improvements or parts of improvements that are removed from the property until they have been returned, reinstalled and are functioning in the property.
96.	Any guarantees and/or warranties offered by Green Deal Installers and manufacturers can be called upon by Green Deal Providers as part of their offering to customers.
97.	If Green Deal Providers offer customers any extended guarantees or additional warranties beyond those required, they must tell customers that these are optional, and set out clearly who is offering it, what the extra costs are, and the benefits.
98.	A customer can refer a fault or damage to the property to the Green Deal Provider for rectification under the guarantees at any time during the period of the guarantee's validity, including where a fault is identified during any regular maintenance inspections (whether carried out by the Green Deal Provider or by another person) carried out during the guarantee period.
99.	In the event of a fault developing with an improvement which is covered by the product guarantee the Green Deal Provider must not seek to limit its liability by providing a refund rather than repairing the improvement.
100.	Green Deal Providers must not seek to limit the customer's legal entitlements in the event of a fault developing or make unreasonable exclusions. Green Deal Providers must also ensure customers are aware of their right to appeal any decisions made under the terms of guarantees/warranties.
101.	Green Deal Providers must clearly set out in a Green Deal Plan any provision which requires customers to provide reasonable access for works and/or on-going maintenance of installed improvements and allows Green Deal Providers to opt not to deal with a particular problem if such access is refused by the customer.
102.	Green Deal Providers must ensure that disputes arising in connection with the guarantees can be referred to a mediator if the parties concerned cannot reach an agreement within 28 days. The mediator is to be appointed and paid for by the Green Deal Provider.
103.	Green Deal Providers must provide details of their guarantee arrangements to the Oversight and Registration Body in their annual report, including details of the insurance required under paragraph 94 of this Code of Practice.
104.	If Green Deal Providers are utilising industry schemes, they must ensure that the schemes they are using meet the requirements set out in Schedule 3 of the Framework Regulations.
<b>Part 5</b>	<b>Payments to Green Deal Assessors and Green Deal Installers</b>
105.	Green Deal Providers must ensure that all payments they are required to make to Green Deal Installers and Green Deal Assessors are made promptly. Staged payments, and payments on completion of specified works are encouraged. Green Deal Providers must consider the needs of SMEs in particular and support them where possible through prompt payments.

106.	Green Deal Providers must undertake to pay suppliers on time, give clear guidance to suppliers, and encourage good practice, in accordance with the Prompt Payment Code administered by the Institute of Credit Management (ICM) on behalf of the Department for Business, Innovation and Skills (BIS). Further guidance can be found at: <a href="http://www.promptpaymentCode.org.uk/">http://www.promptpaymentCode.org.uk/</a> .
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## Annex C: Green Deal Installers

The following additional requirements must be met by Green Deal Installers participating in the Green Deal –

	<b>Requirements of Green Deal Installers</b>
1.	Green Deal Installers must be certified against and continue to comply with the requirements of PAS 2030.
2.	Green Deal Installers must comply with any requirements specified by their Certification Body regarding compliance with this Code of Practice.
3.	Green Deal Installers must have an absence of, or processes for avoiding, conflicts of interest between the commercial interests of any sponsoring or parent organisations and management of the Green Deal.
4.	Where appropriate, Green Deal Installers must have the technical ability and competence to deliver compliance with the Building Regulations (pertaining to England, Wales and Scotland).
5.	Green Deal Installers must allow and co-operate with external monitoring of their activities by their Certification Body and/or the Green Deal Accreditation Body.
6.	Green Deal Installers must take full responsibility for the quality of work, compliance with this Code of Practice and any other legal requirements in respect of work carried out by their employees and/or any sub-contractors.
7.	Green Deal Installers must notify their Certification Body of all installations completed under the Green Deal within 7 days of the work being completed and confirm whether the installation was commissioned directly by the customer or through a Green Deal Provider.
8.	If a Benchmark form or manufacturer's warranty is available, Green Deal Installers must complete this with the customer at the time of the installation.
9.	Green Deal Installers must provide details of those persons working on-site during an installation, if requested, including details of any relevant qualifications and competences for the work they are carrying out.
10.	Green Deal Installers must retain records of installations completed under the Green Deal for a minimum of 6 years.
11.	Where a product is to be installed under an energy plan which is not a Green Deal Plan, Green Deal Installers must explain to the customer before installing the product which of the requirements (if any) of this Annex the Green Deal Installer will not be complying with in respect of the work to be carried out.

## Annex D: Green Deal Products and Systems

The following additional requirements relate to the products and systems that can be included in and installed under Green Deal Plans.

	<b><i>Compliance with legal requirements and standards</i></b>
1.	All products and systems installed under a Green Deal Plan (including where subsidised through the Energy Company Obligation) must fall within a category of qualifying energy improvement as specified in the Green Deal (Qualifying Energy Improvements) Order 2012.
2.	All products and systems installed under a Green Deal Plan (including where subsidised through the Energy Company Obligation) must comply with all applicable European and domestic legislation relevant to the testing, performance, certification, and quality of the product or system.
	<b><i>Specific requirements relating to CE Marking</i></b>
3.	Where a product or system falls within the scope of a Harmonised European Standard, it must be CE marked.
	<b><i>Requirements for products and systems which do not require CE Marking</i></b>
4.	If a product or system does not fall within the scope of a Harmonised European Standard, the product or system must be tested and certified by a UKAS-accredited certification body, or an equivalent certification body (see footnote 1), with the relevant scope of accreditation for those products or systems.
	<b><i>Compliance with the requirements of certification schemes</i></b>
5.	Products or systems that are covered by existing Government-backed domestic certification schemes, such as the Microgeneration Certification Scheme, must comply with the requirements of those schemes.
	<b><i>Requirements relating to Systems (see footnote 2)</i></b>
6.	<i>External Wall Insulation Systems with a render finish</i> , must be either – (a) CE Marked against the relevant ETAG or Harmonised Standard and subject to separate confirmation by a suitably qualified body (see footnote 3) that the system characteristics and installation methods enable it to meet UK requirements and regulations; or (b) be the subject of a UKAS-accredited certification body, or an equivalent certification body (see footnote 1), technical approval and certification against UK requirements and regulations issued to the system supplier.
7.	<i>External Wall Insulation Systems excluding render finishes</i> , must be either – (a) CE Marked against the relevant ETAG or Harmonised Standard and subject to separate confirmation by a suitably qualified body (see footnote 3) that the system characteristics and installation methods enable it to meet UK requirements and regulations; or (b) be the subject of a UKAS-accredited certification body, or an equivalent

	certification body (see footnote 1), technical approval and certification against UK requirements and regulations issued to the system supplier.
8.	<i>Internal Wall Insulation Systems must be</i> the subject of a UKAS-accredited certification body, or an equivalent certification body (see footnote 1), technical approval and certification against UK requirements and regulations issued to the system supplier.
9.	<i>Cavity Wall Insulation Systems must be</i> the subject of a UKAS-accredited certification body, or an equivalent certification body (see footnote 1), technical approval and certification against UK requirements and regulations issued to the system supplier.

## Footnotes

### 1. Definition of “equivalent certification body”:

UKAS is the national signatory, along with other nationally recognised accreditation bodies world-wide, to multilateral agreements for the purposes of mutual recognition through the European Co-operation for Accreditation (EA), the International Accreditation Forum (IAF) and the International Laboratory Accreditation Co-operation (ILAC). Those bodies that are signatory to these agreements are deemed to be equivalent having undergone stringent peer evaluations.

EA, IAF and ILAC have websites that give information about their organisations and details of the bodies that are signatory to their agreements. See –

- <http://www.european-accreditation.org/content/home/home.htm>;
- <http://www.iaf.nu/>
- <http://www.ilac.org/>

If product or system suppliers or manufacturers have a certificate from a body which is not UKAS-accredited but is accredited by another accreditation body, they may be a signatory to one of the above multi-lateral agreements and will be an equivalent certification body for the purposes of this Annex.

As with a UKAS-accredited certification body, the equivalent certification body must have the relevant scope of accreditation for the products and systems in question.

### 2. Definition of “system”:

A 'system' is a measure made up of specific components and materials which are put together on or off-site. The performance and durability of the installed 'system' is dependent on both the properties of the individual components and on the way in which they interact and will vary depending on the specification, design and installation methodology of that system.

### 3. Definition of “suitably qualified body”:

A body which is notified under the Construction Products Directive (89/106/EEC) and/or the Construction Products Regulation (EU 305/2011) for the relevant activities in relation to the products and systems in question.



## Annex E: Certification Bodies

The following additional requirements must be met by Certification Bodies participating in the Green Deal –

	<b><i>General Duties on Certification Bodies</i></b>
1.	Certification Bodies must be accredited by the Green Deal Accreditation Body to certify persons to act as either Green Deal Assessors or Green Deal Installers, or both. Green Deal Assessor Certification Bodies must be accredited against the Assessor Certification Body Specification. Green Deal Installer Certification Bodies must be accredited against PAS 2031 and the applicable parts of PAS 2030 which concern the installation services they will certify persons to provide under the Green Deal.
2.	Green Deal Assessor Certification Bodies must certify Green Deal Assessors against the Assessor Services Specification. Green Deal Installer Certification Bodies must certify Green Deal Installers against PAS 2030.
3.	Certification Bodies must issue a copy of this Code of Practice to their members and take appropriate steps to ensure they continue to comply with its requirements.
4.	Certification Bodies must ensure that their members who are authorised to act in the Green Deal issue a clear form of identification to their employees so that customers can identify authorised Green Deal Assessors and Green Deal Installers. This identifying document must include the Green Deal Quality Mark and, for Green Deal Installers, details of the measures they are certified to install.
5.	Certification Bodies must ensure that any person who they have certified to act as a Green Deal Assessor or Green Deal Installer for the purposes of the Green Deal – <ul style="list-style-type: none"> <li>• has appropriate policies, processes and procedures in place to assess the competency of their employees;</li> <li>• keeps and maintains training records for all employees;</li> <li>• ensures that a correct level of insurance cover is in place at all times</li> </ul>
6.	Certification Bodies must – <ul style="list-style-type: none"> <li>• have a robust management, quality assurance and administrative system;</li> <li>• promote the development and growth of the Green Deal to members;</li> <li>• provide advice to members on the general operation of the Green Deal as required;</li> <li>• have effective sanctions in place for dealing with non-compliance by their members, and to ensure that the requirements set out in this Code of Practice are met.</li> </ul>