



Department for
Business, Energy
& Industrial Strategy

GREEN DEAL CODE OF PRACTICE (Version 5)

June 2017

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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, Acknowledgement, Redress etc.) Regulations 2012.

GREEN DEAL CODE OF PRACTICE (Version 5)

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 Business, Energy and Industrial Strategy 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 Business, Energy and Industrial Strategy (“the Secretary of State”) under regulation 10 of the Green Deal Framework (Disclosure, Acknowledgement, Redress, etc.) Regulations 2012 (the ‘Framework Regulations’). It sets out the requirements for those persons acting as Green Deal Providers, Green Deal Assessors, and Green Deal Installers (‘Green Deal Participants’), and Certification Bodies, supplementing the legal requirements set out in Part 1 of the Energy Act 2011 and the Framework Regulations. This version replaces version 4 of the Green Deal Code of Practice issued by the Secretary of State on 23 June 2014. All Green Deal Participants and Certification Bodies must be compliant with version 5 by 1 June 2017.
- 1.2. 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.
- 1.3. 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
- 1.4. A glossary of terms used in this Code of Practice is set out on pages 9 to 13.

2. General provisions

- 2.1. A Green Deal Participant or Certification Body must comply (and must procure that its employees, contractors, subcontractors, associates, where applicable also comply) with the requirements of this Code of Practice (including its annexes) which apply to it when undertaking any activity to which this Code of Practice relates and must have proper regard to any relevant guidance issued by the Secretary of State.
- 2.2. A Green Deal Participant or Certification Body must act honestly and fairly and must not do anything which might bring the Green Deal scheme into disrepute. Green Deal Participants and Certification Bodies must ensure that they do not mislead customers whether by act or omission.
- 2.3. All Green Deal Participants and Certification Bodies must make available a copy of this Code of Practice, free of charge, to all their employees, contractors etc and make them fully aware of how it applies to them.
- 2.4. Everything in this Code of Practice which applies in respect of a Green Deal Plan also applies to an energy plan, as defined in the Energy Act 2011, which the parties to it intended to be a Green Deal Plan, whether or not it became a Green Deal Plan.

Monitoring

- 2.5. The Oversight and Registration Body monitors Green Deal Providers and Certification Bodies’ compliance with the requirements of the scheme and the Code of Practice on the Secretary of State’s behalf. Monitoring of, and compliance with, the Code of Practice by Green Deal Assessors and Green Deal Installers is carried out on the Secretary of State’s behalf, by Certification Bodies. Monitoring by the Oversight and Registration Body may include, among other things, recorded mystery shopping and compliance visits for audit and inspection. A

Green Deal Participant or Certification Body must co-operate with, and assist, the Oversight and Registration Body. Access must be provided to all relevant records and process documentation during audits and inspections by the Oversight and Registration Body.

- 2.6. A Green Deal Participant or Certification Body must co-operate fully with the Secretary of State (and the Oversight and Registration Body acting on his behalf) and/or with any Relevant Ombudsman Service who is investigating complaints, requesting information or seeking redress on behalf of Green Deal customers (which may include the improver and/or bill payer at the property).

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. A Green Deal Participant or Certification Body must ensure all of its staff and the staff of its contractors, subcontractors, agents and other associates:
- are competent to undertake the work they carry out, in line with the requirements set out in this Code of Practice;
 - receive up to date and relevant training, and are encouraged and supported to continue their development and training; and
 - keep dated records of all relevant training and qualifications undertaken.

Data Protection

- 2.9. A Green Deal Participant or Certification Body must comply with the requirements of the Data Protection Act 1998 in respect of personal data obtained pursuant to, or in connection with, the Green Deal.
- 2.10. 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. A Green Deal Participant or Certification Body must comply with any advertising and promotional advice provided within the Green Deal Quality Mark requirements and guidelines.
- 3.2. A Green Deal Participant or Certification Body must ensure that all its advertising and promotional material about the Green Deal, and any written information provided to customers:
- (a) includes, or includes links to, clear, jargon-free and appropriate information regarding the Green Deal so that customers can understand what it entails; and
 - (b) indicates clearly that independent and impartial advice is available and provides the contact details to access that advice as specified in the most up to date version of the Green Deal Quality Mark requirements and guidelines.
- 3.3. A Green Deal Participant or Certification Body must ensure that any statement regarding its involvement in the Green Deal makes clear the specific service it is authorised or certified to provide in relation to the Green Deal, and must not imply that it is authorised or certified when it is not. A Green Deal Participant or Certification Body must not make statements which suggest or imply that it is recommended or approved by the Government, or that it is working in conjunction or association with the Government.

- 3.4. If a Green Deal Participant or Certification Body is unclear whether the marketing material it plans to use is appropriate, it must contact the Oversight and Registration Body for further advice.

Green Deal Quality Mark

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

Sales and Cold Calling

- 3.7. A Green Deal Participant may only carry out activities which the customer has consented to, either verbally or in writing, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 3.8. Any employee or representative of a Green Deal Participant, 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 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.
- 3.9. A Green Deal Assessor must ensure that it clearly distinguishes in its 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 and/or services.
- 3.10. A Green Deal Participant must not engage in high-pressure sales techniques and must not accept sales leads from persons who are known to use such techniques or are suspected of doing so. A Green Deal Participant must take reasonable steps to satisfy itself about how other parties obtain sales leads before entering into arrangements with them.
- 3.11. A Green Deal Participant 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. A Green Deal Participant must not engage in cold calling activities (whether face-to-face, by telephone or electronic communication) if the customer has indicated by any means that they do not wish to be contacted in that way. A Green Deal Participant must immediately cease cold calling activities in respect of that customer at the customer's request.
- 3.13. Where cold calling is used to generate interest in Green Deal assessments, those engaged in the cold calling must 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 in writing. Details of the information required to be provided to customers is set out in the Assessor Services Specification.

3.14. A Green Deal Participant 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. A Green Deal Provider must put in place a complaints handling procedure which sets out the circumstances in which it is required to handle a complaint and the requirements specified in paragraphs 4.17 to 4.24.

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 (as set out in regulation 63 of the Framework Regulations) 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. the Green Deal Assessor provided a Green Deal Plan has been entered into;

4.2.3. complies with the relevant provisions set out in paragraphs 4.9 to 4.14 as applicable; and

4.2.4. is not a complaint which falls under paragraphs 4.13 or 4.14 as applicable.

Circumstances in which a Green Deal Provider is NOT required to handle a complaint

4.3. A Green Deal Assessor is required to handle a complaint in accordance with the Assessor Services Specification where the complaint is made prior to a Green Deal Plan being entered into.

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, then subject to paragraph 4.21 the Green Deal Participant is not required to take any further action in relation to the complaint.

4.5. Where a 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.

Duties on a Green Deal Provider in relation to complaint handling

- 4.6. A Green Deal Provider must handle all complaints made in accordance with paragraph 4.2 in accordance with the terms of its complaints handling procedure.
- 4.7. A Green Deal Provider must comply with the requirements specified in paragraphs 4.17 to 4.25 whether or not they are included in the Green Deal Provider's complaints handling procedure.

Relevant provisions in relation to making a complaint

- 4.8. Paragraphs 4.9 to 4.12 set out the time provisions and paragraph 4.13 sets out other provisions (together the "relevant provisions") which apply depending on the nature of complaint.

Breach of the relevant requirements

- 4.9. In relation to a complaint concerning a breach of the relevant requirements by a Green Deal Provider, a Green Deal Assessor or a Green Deal Installer, the time provisions are –
 - 4.9.1. 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;
 - 4.9.2. where the complaint is made by the bill payer, the complainant is the bill payer at the time the complaint is made;
 - 4.9.3. subject to paragraphs 4.9.4 to 4.9.6, the complaint is made within six years of the date on which the alleged breach occurred;
 - 4.9.4. where the complaint concerns the matters covered by an Installation Guarantee, subject to paragraph 4.9.6, the complaint is made within five years of the Relevant Date;
 - 4.9.5. where the complaint concerns the matters covered by a Consequential Damage Guarantee, subject to paragraph 4.9.6, the complaint is made within ten years of the Relevant Date;
 - 4.9.6. 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

- 4.10. 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

- 4.11. In relation to a complaint concerning a breach of the disclosure and acknowledgement provisions, the time provisions are that –
 - 4.11.1. 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;
 - 4.11.2. 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

- 4.12. In relation to a complaint concerning a failure to take a consumer credit modifying step (as set out in regulation 58 of the Framework Regulations), 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

- 4.13. 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 –
- 4.13.1. informed the Relevant Person about the breach;
 - 4.13.2. requested retrospective consent from the Relevant Person;
 - 4.13.3. allowed the Relevant Person a reasonable period of time to give consent.
- 4.14. 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

- 4.15. A complaint may be made orally or in writing. Where a complaint concerns a breach of the disclosure and acknowledgement provisions, subject to paragraph 4.16, the Green Deal Provider may request evidence in support of the complaint. However, consideration of the complaint must not be conditional upon provision of evidence.
- 4.16. 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

- 4.17. A Green Deal Provider must take account of the needs of vulnerable consumers, those with additional needs or special access requirements when handling a complaint.
- 4.18. The Green Deal Provider must, within seven working days of receipt of the complaint, notify the complainant in writing –
- 4.18.1. that the complaint has been received;
 - 4.18.2. of the Green Deal Provider's complaints handling procedure;
 - 4.18.3. of the Relevant Ombudsman Service;
 - 4.18.4. any Additional Complaints Handling Procedures.
- 4.19. Where the complaint is made in respect of a breach of the relevant requirements by the Green Deal Installer or Green Deal Assessor, the Green Deal Provider's complaints handling procedure must include a duty on the Green Deal Provider to –
- 4.19.1. obtain all necessary information from the relevant Green Deal Installer or Green Deal Assessor;
 - 4.19.2. notify in writing the Certification Body on whose membership list the Green Deal Installer or Green Deal Assessor is included.

- 4.20. The Green Deal Provider must use reasonable endeavours to investigate and resolve the complaint. It must notify the complainant in writing of its decision within eight weeks, giving reasons.
- 4.21. Where the Green Deal Provider considers that a Green Deal Assessor who was not employed by or acting on behalf of the Green Deal Provider was responsible for the breach and the complaint is made prior to a Green Deal Plan being entered into, it must notify the complainant in writing as soon as practicable that the complaint should be handled by the Green Deal Assessor.
- 4.22. At the same time as notifying the complainant in writing of its decision in respect of a complaint it is required to handle, the Green Deal Provider must give details to the complainant of the Relevant Ombudsman Service. Where the Green Deal Provider considers that a Green Deal Assessor is responsible the Green Deal Provider must give details to the complainant of the relevant assessor Certification Body.
- 4.23. 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.
- 4.24. The Green Deal Provider must cooperate, and use reasonable endeavours to ensure that the Green Deal Installer and the Green Deal Assessor who carried out the assessment used in the Green Deal Plan, where appropriate, cooperate with any investigation carried out by the ombudsman.
- 4.25. Any Additional Complaints Procedures specified in accordance with paragraph 4.18.4 must not conflict with the requirements of paragraphs 4.17 to 4.24.

5. Sanctions

- 5.1. A Green Deal Assessor or Green Deal Installer must cooperate with any investigation into its activities by their Certification Body. A Green Deal Provider or Certification Body must cooperate with any reasonable request from the Oversight Body to assist with an investigation into its activities.
- 5.2. 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.
- 5.3. Where a sanction is imposed on a Green Deal Installer or a Green Deal Assessor, the Secretary of State must notify, in writing, the Certification Body on whose membership list that person is included. A Certification Body must notify the Oversight and Registration Body of any sanction it imposes on a Green Deal Assessor or Green Deal Installer.

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; and/or

(b) Part 1 of the Energy Act 2011.

In the Code of Practice, unless the contrary intention appears, words in the singular include the plural, and words in the plural include the singular.

Term	Meaning
Accreditation	The process by which the Green Deal Accreditation Body confirms that a Certification Body meets the requirements to certify: <ol style="list-style-type: none"> i. Assessors to the standards set out in Annex A, paragraph 1 of this Code; and ii. Installers to the standards set out in Annex C, paragraph 1 of this Code.
Additional Complaints Handling Procedures	Any steps which may be taken by, or on behalf of, a 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 205/2014). This is available from the Oversight and Registration Body website.
Assessor Services Specification	The Specification for Organisations Providing the Green Deal Advice Service (version 005/2014 from 23 June 2014). This is available from the Oversight and Registration Body website. Note, For the period 31 July 2013 to 22 June 2014, version 004/2013 applied. For the period 25 January 2013 to 30 July 2013, version 003/2012 applied. For the period 27 September 2012 to 24 January 2013, version 002/2012 applied.
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 Providers and Certification Body.
CCA	The Consumer Credit Act 1974.
Central Charge Database	The database established for the purpose of facilitating the collection by electricity suppliers of instalments due under Green Deal Plans, in accordance with Standard Condition 35 of Electricity Supply Licences, and the Master Registration Agreement.
Certification	Process by which a Certification Body confirms that a person meets the requirements of the Assessor Services Specification, PAS 2030 or MCS and is able to act as a Green Deal Assessor or Green Deal Installer.

Term	Meaning
Certification Body	A body which is authorised under Part 2 of the Framework Regulations to certify persons against either the Assessor Services Specification, PAS 2030, or MCS to act as Green Deal Assessors or Green Deal Installers.
Complaint	Eligible complaint within the meaning of regulation 51 of the Framework Regulations.
Competent Person's Scheme	A scheme named in Schedule 3 to the Buildings Regulations 2010.
Consequential Damage Guarantee	A guarantee which complies with paragraph 3 of Schedule 3 to the Framework Regulations.
Consumer Prices Index	Consumer Prices Index means— <ul style="list-style-type: none"> (a) the general index of consumer prices (for all items) published by the Office of National Statistics; or (b) where the index is not published for any period, any substituted index or figures published by that Office.
ECO	The scheme operated under the Electricity and Gas (Energy Companies 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.
EEA	The European Economic Area comprised by the EEA States (where "EEA State" has the meaning given by Schedule 1 to the Interpretation Act 1978).
Energy Saving Advice Service	The energy efficiency helpline for members of the public in England and Wales, details of which are available at http://www.gov.uk/greendeal and which can be telephoned on 0300 123 1234.
EPC Register	The register maintained under the Energy Performance of Buildings (England and Wales) Regulations 2012 (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 Improvement Package Tool	An approved and validated software tool that allows a Green Deal Assessor or a Green Deal Provider to tailor and record the package of measures recommended by the Green Deal Assessor following a qualifying assessment. Details of approved and validated software tools are available at https://www.bre.co.uk/filelibrary/SAP/2012/GD_OA_software.pdf

Term	Meaning
Green Deal Arrangements Agreement	The agreement between Green Deal Providers, finance parties and licensed electricity suppliers, which Green Deal Providers are required to enter into under regulation 24(1)(b) of the Framework Regulations, and which deals with the collection and remittance of Green Deal instalments by electricity suppliers.
Home Energy Scotland Advice Service	The energy efficiency helpline for members of the public in Scotland, details of which are available at: www.energysavingtrust.org.uk/scotland/contact-us and which can be telephoned on 0808 808 2282.
Improvement	An energy efficiency improvement made to a property under a Green Deal Plan.
Insolvent	<p>(a) A Green Deal Provider has become Insolvent—</p> <ul style="list-style-type: none"> (i) where the Green Deal Provider is a company, if subsection (b) is satisfied, and (ii) where the Green Deal Provider is a limited liability partnership, if subsection (c) is satisfied. <p>(b) This subsection is satisfied—</p> <ul style="list-style-type: none"> (i) if a winding up order has been made, or a resolution for voluntary winding up has been passed, (ii) if the company is in administration for the purposes of the Insolvency Act 1986, (iii) if a receiver or (in England and Wales only) a manager of the company's undertaking has been duly appointed, or (in England and Wales only) possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge, or (iv) if a voluntary arrangement proposed in the case of the company for the purposes of Part I of the Insolvency Act 1986 has been approved under that Part of that Act. <p>(c) This subsection is satisfied—</p> <ul style="list-style-type: none"> (i) if a winding-up order, an administration order or a determination for a voluntary winding-up has been made, (ii) if a receiver or (in England and Wales only) a manager of the undertaking of the limited liability partnership has been duly appointed, or (in England and Wales only) possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the limited liability partnership comprised in or subject to the charge, or (iii) if a voluntary arrangement proposed in the case of the limited liability partnership for the purposes of Part I of the Insolvency Act 1986 has been approved under that Part of that Act. <p>(d) In this definition—</p> <ul style="list-style-type: none"> (i) references to a company are to be read as including references to a charitable incorporated organisation, and (ii) any reference to the Insolvency Act 1986 in relation to a company is to be read as including a reference to that Act as it applies to charitable incorporated organisations.

Term	Meaning
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 an improvement 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; or (v) not containing a flat where previously it did.
MCS	The Microgeneration Certification Scheme or an equivalent scheme accredited under BS EN 45011. Details are available at www.microgenerationcertification.org .
MCS 023	A Microgeneration Certification Scheme (MCS) Standard, containing additional requirements that a MCS Contractor must fulfil in order for an MCS installation to be eligible for the Green Deal. MCS 023 is publically available on the MCS website.
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.
Oversight and Registration Body	The Green Deal Oversight and Registration Body, on behalf of the Secretary of State, discharges functions concerning authorisation of Green Deal Providers and Certification Bodies, oversight of scheme participants acting in the Green Deal, and overall administration of the scheme.
PAS 2030	PAS 2030: 2017 Specification for the Installation of Energy Efficiency Measures (EEM) in Existing Buildings from 1 June 2017, available from BSI at www.bsigroup.co.uk . Note, PAS 2030: 2014 applied from January 2014 to 31 May 2017.
Post-Assessment Change	A change to a property after the Relevant Assessment Date that would be likely to affect a Green Deal Assessor's recommendations or estimated energy bill savings if a qualifying assessment were carried out after the change is made. A change to the property includes – (a) the installation of an energy efficiency improvement after the Relevant Assessment Date (e.g. an improvement installed under ECO, any other professionally installed improvements, any DIY improvements); and (b) a structural change or addition that is likely to change the energy demand for the building (for example, extensions, addition of a conservatory, knocking down walls or removing thermal separation from between rooms).

Term	Meaning
Product	The branded product that is installed at a Green Deal property (falling within a category of qualifying energy improvement).
Relevant Assessment Date	The date of the qualifying assessment which resulted in the Green Deal Advice Report which a Green Deal Provider intends to use for the development of a quote for a Green Deal Plan.
Relevant Date	The date on which the installation of the improvement was completed.
Relevant Ombudsman Service	Any ombudsman service or scheme to which a complaint may be referred.
Relevant Person	The person referred to in regulation 51 of the Framework Regulations.
Sanction	Any sanction imposed in accordance with Part 8 of the Framework Regulations.
Vulnerable Consumer	A consumer may be vulnerable for any reason that makes it more difficult for them to fully understand the information they need in order to make an informed decision about a Green Deal Provider's products and service. Consumers may, for example, be vulnerable as a consequence of mental or physical infirmity, age, learning difficulties, illiteracy or if their first language is not English.
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 –

	General requirements of Green Deal Assessors
1.	A Green Deal Assessor must be certified against and continue to comply with the requirements of the Assessor Services Specification.
2.	A Green Deal Assessor must comply with any requirements specified by their Certification Body regarding compliance with this Code of Practice.
3.	A Green Deal Assessor must be financially viable and must notify their Certification Body of any event which could affect this position.
4.	A Green Deal Assessor must allow and co-operate with external monitoring of their activities by their Certification Body and/or the Green Deal Accreditation Body.
5.	A Green Deal Assessor must notify their Certification Body of all qualifying assessments that the Green Deal Assessor completes within seven (7) days of that assessment being lodged on the EPC Register and confirm whether the qualifying assessment was commissioned directly by the customer or through a Green Deal Provider.
6.	A Green Deal Assessor 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.
	Complaints specific to the assessment
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, a Green Deal Assessor must offer the customer 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 assessment being incorrect or of the failure to comply.

Annex B: Green Deal Providers

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

Part 1	Developing the Green Deal Quote
	<i>Provision of information to customers regarding the Energy Saving Advice Service</i>
1.	A Green Deal Provider must include the contact details of the Energy Saving Advice Service or Home Energy Scotland Advice Service (as applicable) in its promotional material and information provided to customers regarding the Green Deal in accordance with the requirements of the Green Deal Quality Mark requirements and guidelines.
2.	Where, for any reason, a Green Deal Provider is not able to offer an improver 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 improver the contact details of the Energy Saving Advice Service or Home Energy Scotland Advice Service (as applicable).
	<i>Considering packages of improvements</i>
3.	A Green Deal Provider must make a clear distinction to an improver 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.
	<i>Energy Company Obligation (ECO)</i>
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 or Home Energy Scotland Advice Service. The Green Deal Provider must make it clear to the customer that the Energy Saving Advice Service or Home Energy Scotland 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 offers.
5.	Where a customer is eligible for ECO support, a 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.
	<i>Using information from Green Deal Assessors to develop a quote for a Green Deal Plan</i>
7.	A Green Deal Provider must not in any way seek to influence a Green Deal 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 an improver a Green Deal Plan.

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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> <ul style="list-style-type: none"> (a) there have not been any Post-assessment changes to the property; (b) if the property is a domestic property, the occupier of the property has not changed since the date of the Occupancy Assessment; (c) if the property is a non-domestic property, the use of the property upon which the qualifying assessment was based is still – <ul style="list-style-type: none"> (i) if the property is occupied, the current use of the property; (ii) if the property is not occupied, the use which the improver informs the Green Deal Provider will apply after the improvements are installed.
	<i>Post-Assessment Changes</i>
9A.	<p>A Green Deal Provider must, before developing a quote for a Green Deal Plan (“Plan A”), ensure that the improver has informed the Provider whether –</p> <ul style="list-style-type: none"> (a) there have been any post-assessment changes to the property; and (b) there are any post-assessment changes planned to the property that are expected to be installed – <ul style="list-style-type: none"> (i) under another Green Deal Plan; and (ii) before Plan A is confirmed.
9B.	<p>If the improver informs the Green Deal Provider, or the Provider is aware, that there have been post-assessment changes to the property, the Provider must cease development of the quote for Plan A and explain to the improver –</p> <ul style="list-style-type: none"> (a) that the changes made are likely to affect the estimated energy bill savings provided in the Green Deal Advice Report; and (b) that the improver will require a new Green Deal Advice Report before the Green Deal Provider can provide a quote for a Green Deal Plan.
9C.	<p>If the improver informs the Green Deal Provider, or the Provider is aware, that there are post-assessment changes planned to the property of the kind described in paragraph 9A(b), the Green Deal Provider must –</p> <ul style="list-style-type: none"> (a) explain to the improver how the planned post-assessment changes are likely to affect the estimated energy bill savings provided in the Green Deal Advice Report; and (b) recommend to the improver that Plan A is delayed until – <ul style="list-style-type: none"> (i) those post-assessment changes have been installed; and (ii) a new Green Deal Advice Report, based on a qualifying assessment carried out after installation of those post-assessment changes, has been produced.
9D.	<p>If, after a Green Deal Provider has complied with paragraph 9C, the improver wishes to proceed with Plan A without the recommended delay, the Green Deal Provider must, before Plan A is entered into –</p> <ul style="list-style-type: none"> (a) obtain the improver’s and bill payer’s written acknowledgment that they understand how the planned post-assessment changes are likely to affect the estimated energy bill savings for the Improvements to be installed under Plan A; and

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	(b) produce a new energy performance certificate for the property after the Improvements are installed under Plan A, which takes account of all post-assessment changes made to the property.
	<i>Requirements regarding savings estimates and the cap on instalments</i>
10.	Paragraphs 11 to 18 set out requirements regarding – (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 (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”).
	<i>Domestic properties – standard estimates</i>
11.	If a Green Deal Provider is aware that there has been a post-assessment change to a domestic property, the Provider must not proceed to make a savings estimate for that property until a new Green Deal Advice Report, upon which a new savings estimate can be based, has been produced.
12.	For a domestic property, if the Green Deal Plan is to provide for the installation of all of the improvements that are listed in the section of the Green Deal Advice Report entitled “Green Deal improvements recommended by your assessor” the Green Deal Provider must use the savings estimate for each improvement provided in the Green Deal Advice Report as the first year savings estimate and the cap on the first year instalments for that improvement.
13.	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 Advice Report entitled “Green Deal improvements recommended by your assessor”, the Green Deal Provider must use a Green Deal Improvement Package 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.
14.	If a Green Deal Provider uses a first year savings estimate obtained from a Green Deal Improvement Package Tool, it must lodge that savings estimate in respect of each improvement on the EPC Register when the Green Deal Plan is confirmed in accordance with section 8 of the Energy Act 2011.
	<i>Non-domestic properties – standard estimates</i>
15.	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 17 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.
16.	If – (a) 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, or

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	<p>(b) a Green Deal Provider is aware that there has been a post-assessment change to the property,</p> <p>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.</p>
	<i>Non-domestic properties – alternative estimates</i>
17.	<p>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 –</p> <p>(a) they are choosing not to use the estimates contained in the Green Deal Advice Report as the basis for the savings estimate; and</p> <p>(b) they understand that this alternative estimate will be the cap on instalments under a Green Deal Plan.</p>
18.	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.
	<i>Domestic properties – discussing energy use with improvers and bill payers</i>
19.	<p>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 Advice Report, whether –</p> <p>(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; and</p> <p>(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.</p> <p>This information may be provided to the bill payer in writing but, where this is done, the Green Deal Provider must:</p> <p>(c) advise the bill payer how to ask the Green Deal Provider for further information; and</p> <p>(d) provide the bill payer with an opportunity to ask questions about the Green Deal Plan.</p>
20.	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 required to carry out. If the occupier has changed since the Green Deal Occupancy Assessment was carried out, but before the Green Deal Plan is entered into, a new Occupancy Assessment must be carried out.
	<i>Non-domestic properties – confirming the in-situ performance of improvements</i>
21.	Before providing a quote for a Green Deal Plan for a non-domestic property, a Green Deal Provider must, unless requested in writing not to do so by the improver and the bill payer, obtain further advice from a suitably qualified person on the in-situ performance of each improvement that would be installed in order to confirm and inform the improver and the bill payer as to the likelihood that the original savings estimates identified under paragraphs 15, 16, or 17 may not be realised.

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	The advice obtained must, where applicable, suggest an appropriate reduction of the original savings estimates. Any reduced savings estimates for each improvement should be used by the Green Deal Provider as the first year savings estimate and the cap on first instalments for that improvement, unless the improver and the bill payer have agreed in writing that they wish to use the original savings estimates identified pursuant to paragraphs 15, 16 or 17.
	<i>Generic provisions</i>
22.	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 bill payer and take this into account when assessing the affordability of the instalments that are to be payable under the plan.
23.	A Green Deal Provider must explain to the improver and the bill payer when making an offer of a Green Deal Plan that – <ul style="list-style-type: none"> (a) the savings estimates which are <ul style="list-style-type: none"> (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 (b) whether these savings are actually achieved will be affected by – <ul style="list-style-type: none"> (i) the way that energy is used at the property; and (ii) the tariffs charged for energy supplied to the property.
24.	A Green Deal Provider must ensure it uses realistic figures when discussing potential future energy price changes with improvers or bill payers. It 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.
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	<i>Discussing quotes and terms of a Green Deal Plan with improvers and bill payers</i>
25.	<p>The Framework Regulations set out conditions restricting the amount of, and period for which, the instalments that can be charged under a Green Deal Plan (see in particular regulations 28, 30, 31 and regulation 33). These conditions must be complied with by Green Deal Providers, and failure to do so will mean that an arrangement does not qualify as a Green Deal Plan.</p> <p>However, in addition to typical estimated savings (the total ‘Typical annual savings – maximum Green Deal repayment in year 1’ as shown on the Green Deal Advice Report), a qualifying assessment for a domestic property will also give an estimate of the energy bill savings that the household occupying the property at the time of the assessment is likely to make if improvements are installed (the total ‘Your household’s estimated annual savings’ on the Green Deal Advice Report - the “personal savings estimate”). The personal savings estimate may be less than the typical savings estimate (for example, if the household uses less energy than a typical household).</p> <p>Where, as a result of the personal savings estimate being lower than the typical savings estimate for a domestic property, the instalments to be paid under a Green Deal Plan are to be higher than the personal savings estimate, a Green Deal Provider</p>

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	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 their personal savings and that they wish to enter into the Green Deal Plan in that knowledge.
26.	<p>Where, in respect of a domestic property, the total price of the measures to be installed under a Green Deal Plan exceeds £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 –</p> <p>(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</p> <p>(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.</p> <p>A Green Deal Provider must not in any way encourage an improver to waive their right to obtain quotes from other Green Deal Providers.</p>
27.	Where a 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 the Green Deal Advice Report to other Green Deal Providers 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.
28.	<p>A Green Deal Provider must include in the quote issued to the improver –</p> <p>(a) where the improver and bill payer are different -</p> <p>(i) the total amount to be paid by the improver under the Green Deal Plan, including costs for the supply and installation of the improvements, costs for the provision of credit; advance payments and any additional costs; and</p> <p>(ii) the total amount to be paid by the bill payer under the Green Deal Plan through instalments that will be added to the electricity bill and a written payment profile which sets out clearly the proposed amount of the instalments in each year of the Green Deal Plan;</p> <p>(b) where the improver and the bill payer are the same person, the same information as set out in a) and b) should be included save that the amount in b) should be referred to as being payable by the improver if the improver is paying the electricity bill.</p>
29.	A Green Deal Provider must explain to a non-domestic improver whether a quote is based on provision of credit with a fixed interest rate or a variable interest rate.
30.	<p>When an improver is considering entering into a Green Deal Plan with an annual increase in instalments of up to 2% (as permitted under regulation 33(b) of the Framework Regulations), a Green Deal Provider must –</p> <p>(a) show the improver, by reference to the written payment profile provided under paragraph 28, how the amount of the instalments will increase in each year of the Green Deal Plan;</p> <p>(b) advise the improver that choosing a Green Deal Plan as a payment mechanism makes it more likely that, if energy prices fall at a future date, instalments may exceed actual savings; and</p> <p>(c) advise the customer that it may also impact on the amount to be repaid if the customer settles early, in full or in part, during the early years of the Green Deal Plan.</p>

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31.	<p>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 –</p> <p>(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</p> <p>(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.</p>
	<i>Developing the specification of works</i>
32.	<p>Where a single improvement or 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 an installation method statement in accordance with the relevant requirements contained in PAS 2030, is confirmed in writing by the Green Deal Installer undertaking the installation work. The Green Deal Provider must retain a copy of the declaration of conformity for a minimum of 6 years.</p>
33.	<p>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.</p>
34.	<p>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”.</p>
35.	<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>
36.	<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) advise the improver to enquire whether Listed Building Consent or any other approval is required before any work is carried out.</p>
37.	<p>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.</p>

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38.	A Green Deal Provider must ensure that any ancillary works required in connection with the installation of energy efficiency improvements under a Green Deal Plan or an energy plan it has entered into are carried out by members of an appropriate Competent Persons Scheme (or equivalent) or an appropriate quality assurance scheme such as Trust Mark, if appropriate for the work being carried out.
	<i>No retention of title clauses in a Green Deal Plan</i>
39.	A Green Deal Provider must not include in a Green Deal Plan any provision which provides for the Green Deal Provider or any other supplier to retain title to the improvements after they have been installed.
	<i>Information and advice to be provided to improvers and bill payers before a Green Deal Plan is entered into</i>
40.	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 clearly in the Green Deal Plan. This information may be provided to the bill payer in writing but, where this is done, the Green Deal provider must: <ul style="list-style-type: none"> (a) advise the bill payer how to ask the Green Deal Provider for further information and explanation; and (b) provide the bill payer with an opportunity to ask questions about the Green Deal Plan.
40A.	Regulation 30 of the Framework Regulations requires a Green Deal Provider to notify the improver, before a plan is entered into, of the savings estimates, savings period, first year instalments and payment period for each improvement. A Green Deal Provider must set this information out in a clear and concise way.
40B.	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 on request and free of charge with a copy of: <ul style="list-style-type: none"> a) the draft Green Deal Plan, including any guarantee; and b) any proposed insurance to be provided under paragraph 97 of this Code of Practice.
40C.	A Green Deal Provider must take reasonable steps to ensure that the improver and the bill payer understand their respective 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.
40D.	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 or not the plan will be regulated by the CCA.
	<u>Pre-contractual information</u>
40E.	Before entering into a Green Deal Plan which will be regulated by the CCA, a Green Deal Provider must ensure that, where the improver and the bill payer are different persons, the bill payer is provided with the following pre-contractual information and in this order: <ul style="list-style-type: none"> (a) contact details for the creditor;

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	<ul style="list-style-type: none"> (b) the duration of the credit agreement; (c) the daily repayment amount; (d) if the daily repayment amount increases during the duration of the credit agreement, a payment profile which sets out the proposed amount of the instalments in each year of the Green Deal Plan; (e) if the daily repayment amount decreases during the duration of the credit agreement, an indication of when the repayment amount will decrease and the new daily repayment amount; (f) estimated instalments based on an assumed payment schedule; (g) the total amount payable over the lifetime of the credit agreement; (h) a list of the measures being installed; (i) the rate of interest and any information on changes to the rate of interest (including the periods that the rate applies); (j) the Annual Percentage Rate of Charge (APR); (k) any costs, including late payment costs, that are payable by the bill payer; (l) a statement warning about the consequences of missing payments; (m) a statement that the bill payer and relevant subsequent bill payer, if relevant, has the right to withdraw their consent for the Green Deal Plan before the end of 14 days beginning with the day after the consent is given; (n) a statement that the bill payer has the right to repay the credit early at any time either in full or in part and information about any compensation under section 95A or 95B of the CCA that might be payable in the event of early repayment; and (o) a statement that if the Green Deal Provider decides not to proceed with the Green Deal Plan on the basis of information from a credit reference agency, the Green Deal Provider must, when informing the bill payer or relevant subsequent bill payer, of the decision, inform that person that it has been reached on the basis of information from a credit reference agency and of the particulars of that agency.
40F.	<p>When consent is requested from a relevant subsequent bill payer, pursuant to regulation 36 of the Framework Regulations, the Green Deal Provider must provide that person with:</p> <ul style="list-style-type: none"> a) the same pre-contractual explanations given to the bill payer as a consequence of the Green Deal Provider's obligation under paragraphs 4.2.2 and 4.2.5 of the Annex to the Consumer Credit Instrument 2014 (FCA 2014/11)¹; and b) the information set out in paragraph 40E.

¹ http://media.fshandbook.info/Legislation/2014/FCA_2014_11.pdf.

Paragraphs 4.2.2 and 4.2.5 supplant section 55A of the CCA which is repealed from 1st April 2014.

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	<u>Information on matters related to collection of instalments payable under a Green Deal Plan</u>
41.	<p>The Green Deal Provider must explain to the improver and the bill payer that –</p> <ul style="list-style-type: none"> (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 which are mandated to, or have opted to process customers with a Green Deal Plan, are referred to as “Green Deal suppliers”(as defined by the Electricity Supply Licence); (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 (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.
42.	<p>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. This information may be provided to the bill payer in writing but, where this is done, the Green Deal Provider must:</p> <ul style="list-style-type: none"> (a) advise the bill payer how to ask the Green Deal Provider for further information and explanation; and (b) provide the bill payer with an opportunity to ask questions about the Green Deal Plan.
43.	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.
44.	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, the Green Deal Provider must inform the bill payer that, at the outset of the first Green Deal Plan at that premises, 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.
45.	If the property has a prepayment meter, the Green Deal Provider must provide the improver and bill payer with information in writing describing how and when instalments payable under a Green Deal Plan will be collected and the implications if the meter is not regularly topped up.
	<u>Information on any necessary building control sign-off</u>
45A.	A Green Deal Provider must inform the improver if any aspect of the works must be notified under the Building Regulations 2010 (S.I. 2010/2214) or, in Scotland, require a building warrant prior to being undertaken and explain whether the necessary building control approval will be provided and evidenced by way of a completion certificate from a local authority or, in England and Wales, a final certificate from an approved inspector or a compliance certificate where the work is to be self-certified under an authorised competent person scheme.

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	<u>Advice regarding buildings insurance</u>
45B.	The Green Deal Provider must advise the improver 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>
45C.	The Green Deal Provider must provide the following information, in writing, to the improver and, upon request, to the bill payer and to anyone else from whom a confirmation was obtained under regulation 36 of the Framework Regulations – <ul style="list-style-type: none"> (a) information on maintenance, servicing and any special treatment required for the improvements to be installed (e.g. the need to use specific types of paint on an internal wall insulation installation); (b) any mandatory charges and fees for maintenance and/or servicing of the improvements during the lifetime of the Green Deal Plan; and (c) the cost of any additional maintenance and/or servicing of the improvements which the customer may wish to undertake on a voluntary basis during the lifetime of the Green Deal Plan.
	<u>Information regarding early repayment terms in a Green Deal Plan which is not to be regulated under the CCA</u>
46.	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.
47.	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 in writing 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>
48.	A Green Deal Provider must inform improvers and bill payers in writing of the terms of its complaints handling procedure including, in particular – <ul style="list-style-type: none"> (a) the persons eligible to make complaints; (b) the persons to whom complaints are required to be made; (c) the time limits within which complaints must be made; (d) the form, content and evidence requirements of complaints set out in part 4 above; and (e) any Additional Complaints Handling Procedures.

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	<i>Notification of changes at a Green Deal property</i>
49.	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 or is due to change from a business customer to a domestic customer.
50.	A 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.
	<i>Deposits and advance payments</i>
51.	If part of the cost of improvements is to be paid for by an improver upfront, and part under a Green Deal Plan, paragraphs 52 and 53 apply.
52.	A Green Deal Provider may, at the time the contract for supply and/or installation of the improvements is entered into, require an improver to pay a deposit which does not exceed 25% of the difference between the total price of the measures to be installed and the total amount of credit provided under the Green Deal Plan. The Green Deal Provider must explain to the improver any conditions attached to the return of the deposit should the installation of the improvements, for whatever reason, not be completed.
53.	A Green Deal Provider may require an improver to make further advance payments in advance of the installation of improvements being complete, provided that – (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; (b) the contract sets out clearly the amount and timing of all such advance payments; and (c) the total of any deposit required to be paid under paragraph 63 and any advance payments required to be made under this paragraph does not exceed whichever is the lower of – (i) 60% of the difference between the total price of the measures and the total amount of credit provided under the Green Deal Plan; or (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. The Green Deal Provider must explain to the improver any conditions attached to the return of such further advance payments should the installation of the improvements, for whatever reason, not be completed.
	<i>Maintenance requirements</i>
54.	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 person nominated by the Green Deal Provider.

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55.	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.
	<i>Timetable and preparation by the improver</i>
56.	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 and bill payer's needs where possible.
57.	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.
	<i>Consents</i>
58.	<p>A Green Deal Provider must, at the earliest opportunity, take reasonable steps to provide the improver with general advice on –</p> <ul style="list-style-type: none"> (a) the need to obtain consent for the installation of improvements at the property and who consent may need to be obtained from; and (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>(Consents which the improver may need to obtain in relation to the improvements include –</p> <ul style="list-style-type: none"> (i) consent notice from freeholder; (ii) mortgagee consent to structural alterations; (iii) valid listed building consent notice; and (iv) valid planning authority decision notice.)
59.	A Green Deal Provider must, at the earliest opportunity, inform the improver of the consequences that may follow if the improver does not obtain the correct consents, or if the consents have been obtained improperly, and if the confirmations required by regulation 36 are not obtained.
60.	<p>A Green Deal Provider must –</p> <ul style="list-style-type: none"> (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 (b) store copies of those consents and confirmations for the duration of the Green Deal Plan.
61.	A 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.
62.	Where an improver fails to obtain the correct confirmations in accordance with regulation 36 of the Framework Regulations, a Green Deal Provider must not seek to recover costs or collect compensation from any party other than the improver.

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	<i>Information to be provided to improvers and bill payers after a Green Deal Plan is entered into</i>
63.	<p>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 and the relevant subsequent bill payer, if applicable, with –</p> <ul style="list-style-type: none"> (a) a copy of the Green Deal Plan; (b) confirmation in writing of the Green Deal ID number; and (c) contact details of the Green Deal Provider, including a telephone number, for use in case of any queries or complaints.
	<i>Cooling off period and cancellation rights</i>
64.	Where there will be a right of withdrawal or cancellation in respect of a Green Deal Plan, before the Green Deal Plan is entered into, a Green Deal Provider must provide the person(s) who will be entitled to exercise the right of withdrawal or cancellation with an explanation in writing 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.
65.	<p>Where an improver or a bill payer exercises a right of withdrawal or cancellation, the Green Deal Provider must –</p> <ul style="list-style-type: none"> (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.
	<i>Information to be provided by Green Deal Providers to Green Deal Installers</i>
66.	A Green Deal Provider must provide a Green Deal Installer with an overarching design for the package of improvements and with clear instructions regarding the oversight and signing off of this aspect of the works. This overarching design is independent from the Green Deal Installer's design requirements within PAS 2030. The Green Deal Provider must obtain and retain a Statement of Conformity from the Green Deal Installer that its design meets all the relevant requirements (e.g. PAS 2030, Building Regulations, etc.).
	<i>Dealing with issues that arise after a Green Deal Plan has been entered into</i>
67.	<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), it must notify the improver immediately and discuss with the improver how the improver wishes 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"> (a) all consents required for the work to the property are obtained; (b) all confirmations required under regulation 36 of the Framework Regulations are obtained; and (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.

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	<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 improver which aspects of the work are not to be carried out under the Green Deal Plan, and the implications for the improver.</p> <p>If the improver decides not to proceed with the additional work, the Green Deal Plan may be cancelled by the Green Deal Provider. If cancelled, 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>
Part 3	Requirements of Green Deal Providers after installation of improvements
	<i>Ensuring work has been completed</i>
68.	<p>A Green Deal Provider must not confirm a Green Deal Plan until the conditions under (a) to (c) are satisfied-</p> <ul style="list-style-type: none"> (a) it has received confirmation from the Green Deal Installer that the improvements have been satisfactorily installed; (b) it has complied with the requirements of paragraph 70 of this Annex; and (c) one of the following has occurred- <ul style="list-style-type: none"> i) it has received confirmation from the improver that the improvements have been satisfactorily installed; or ii) 14 days have elapsed after the date on which installation of the improvements was completed. <p>N.B. Once the conditions under a) to c) are satisfied, the Green Deal Provider must comply with section 8(4) of the Energy Act 2011 by confirming the Green Deal Plan as soon as practicable in accordance with that section.</p>
69.	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, unless the improver has specified in writing that this should not be done.
69A.	The Green Deal Provider must provide user manuals for the improvements which have been installed to the improver and, upon request, to the bill payer and to anyone else from whom a confirmation was obtained under regulation 36 of the Framework Regulations.
	<i>Ensuring work has received any necessary building control sign-off</i>
70.	The Green Deal Provider must ensure that any work carried out which is notifiable under the Building Regulations 2010 (S.I. 2010/2214), or, in Scotland, requires a building warrant prior to being undertaken, receives the necessary building control approval, including, as applicable, a completion certificate from a local authority; a final certificate from an approved inspector or a compliance certificate where work was self-certified under an authorised competent person scheme.
	<i>Providing improver with updated energy performance certificate</i>
71.	<p>Within ten (10) days of a 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"> (a) provide the improver with an energy performance certificate and, in Scotland, a recommendations report, updated with the improvements, asset rating and Green Deal Plan information; and

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	(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.
Part 4	On-going obligations during the period of the Green Deal Plan
	<i>Collecting and sharing information about the improver, bill payer and owner</i>
72.	A Green Deal Provider must, when establishing and administering a Green Deal Plan – (a) collect and otherwise process the information that a Green Deal Provider is required to collect and process pursuant to the Green Deal Arrangements Agreement; and (b) use the Central Charge Database to acquire information to ensure that its communications with the bill payer from time to time are sent to the correct person, and contain accurate information.
73.	A Green Deal Provider must, if it becomes aware during the period of a Green Deal Plan that information stored on the Central Charge Database is out of date or incorrect, collect up to date and accurate information and place it on the Central Charge Database.
74.	A Green Deal Provider must share information collected and processed in connection with the establishment or administration of a Green Deal Plan with – (a) a person who is a party to the Green Deal Arrangements Agreement for the purpose of administering or enforcing that Green Deal Plan; or (b) a Relevant Ombudsman Service for the purpose of that Ombudsman considering a complaint about that Green Deal Plan or energy plan.
	<i>Payment of instalments</i>
75.	Subject to paragraph 76, 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.
76.	Where a bill payer pays for their electricity consumption through a pre-payment meter, a Green Deal Provider must use the date an instalment is remitted by the bill payer's electricity supplier as the date of payment of that instalment under the Green Deal Plan.
77.	If a Green Deal Provider becomes aware that a Material Change has occurred, the Green Deal Provider must – (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; (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 – (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 (ii) continuing to repay the instalments agreed under the Green Deal Plan;

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	(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 Improvements and/or the estimated energy savings.
78.	If, in respect of a Green Deal Plan which is not regulated by the CCA – (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 (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, the Green Deal Provider must not allow the Green Deal Plan to remain unregulated by the CCA.
79.	In paragraph 78, 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.
80.	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.
	Statement requirements where a Green Deal Plan is regulated by the CCA
81.	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. A Green Deal Opening Statement must – (a) subject to paragraph (b), set out the total amount of credit which remains under the Green Deal Plan at the date the person became the bill payer; (b) not show any arrears from before the date on which the person became the bill payer; (c) provide the bill payer with a copy of the original Green Deal Plan (with details of any variations) from the Green Deal Provider; and (d) include or be accompanied by the text referred to in paragraph 82.
82.	Where a Green Deal Plan is regulated by the CCA, the statement of account provided for in section 77 of the CCA must include or be accompanied by the following text – <i>“This credit agreement is part of a Green Deal Plan. Regular instalments are therefore collected through the electricity bill for this property. To keep this credit agreement up to date, it is important that your electricity bill is paid on time as agreed with your electricity supplier. You remain free to change the payment method and</i>

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	<i>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."</i>
83.	<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 Plan, the Green Deal Provider must provide that person (at a forwarding address if available), as soon as reasonably practicable with a written statement.</p> <p>The statement must –</p> <p>(a) cover the period from the later of –</p> <p style="padding-left: 20px;">(i) the date the Green Deal Plan was confirmed;</p> <p style="padding-left: 20px;">(ii) the date that person became the bill payer at the property; or</p> <p style="padding-left: 20px;">(ii) if any statements under section 77A of the CCA have been given to that bill payer in respect of the Green Deal Plan, the date of the last section 77A statement given,</p> <p style="padding-left: 40px;">to the date the person ceased to be the bill payer at the property; and</p> <p>(b) include the information set out in paragraph 83A of this Annex.</p> <p>Green Deal Providers must also provide former bill payers with a duplicate of this statement upon request at no charge.</p>
83A.	<p>A statement issued under paragraph 83 must include –</p> <p>(a) the information set out in Schedule 1, Part 1 of the Consumer Credit (Information Requirements and Duration of Licences and Charges) Regulations 2007 (S.I. 2007/1167), except for the information set out at paragraph 3(g), (h) and (i) of that Schedule;</p> <p>(b) the amount and date of any payment received by the Green Deal Provider (or, if different, the person entitled to the instalments under the Green Deal Plan) in respect of the Green Deal Plan during the period to which the statement relates;</p> <p>(c) the amount and date of any sum remitted to the relevant electricity supplier in respect of the Green Deal Plan by the Green Deal Provider (or, if different, the person entitled to the instalments under the Green Deal Plan); and</p> <p>(d) the amount of each of those payments or sums which represents interest or other charges.</p> <p>In this paragraph, the date of payment in sub-paragraph (b) is determined in accordance with paragraph 75 or 76, whichever is applicable.</p>
83B.	<p>In relation to paragraphs 83 and 83A a sum is to be treated as received by or remitted to a Green Deal Provider (or, if different, the person entitled to the instalments under the Green Deal Plan) if it is received by or remitted to that person's nominee.</p>
84.	<p>Subject to paragraph 85 where –</p> <p>(a) a Green Deal Plan is regulated by the CCA;</p> <p>(b) a bill payer makes a full or partial early repayment of credit under section 94 of the CCA; and</p> <p>(c) the Green Deal Provider claims compensation under section 95B of the CCA,</p>

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	<p>the Green Deal Provider must send the bill payer a statement (which must be referred to as, as appropriate, a “Green Deal Full Early Settlement Statement” or a “Green Deal Partial Early Settlement Statement”), which complies with paragraphs 86 and 87. The statement required by this paragraph must be provided to the bill payer as soon as reasonably practicable following receipt by the Green Deal Provider of a notice under section 94 of the CCA.</p> <p>Once a Green Deal Provider has issued a statement under this paragraph to a bill payer, the Provider must not (unless the early repayment is made after the settlement date referred to in regulation 2 of the Consumer Credit (Green Deal) Regulations 2012) increase the amount of compensation claimed under section 95B of the CCA in respect of that early repayment.</p>
85.	<p>Paragraph 84 does not apply –</p> <p>(a) in the case of full early settlement, where the bill payer has made a request for a statement under section 97 of the CCA; and</p> <p>(b) in the case of partial early settlement, where the bill payer has made a request for a statement under section 97A of the CCA.</p>
86.	<p>The statement required by paragraph 84 must state the amount of compensation being claimed and explain how that amount has been calculated.</p> <p>The explanation referred to above must include –</p> <p>(a) the formula set out in Regulation 4 of the Consumer Credit (Green Deal) Regulation 2012;</p> <p>(b) the individual amounts used in that formula; and</p> <p>(c) information about how each of those amounts was calculated, including the amount of compensation claimed and interest rate(s) used to determine the replacement interest.</p>
87.	<p>The statement required by paragraph 84 must inform the bill payer that –</p> <p>(a) if they wish to dispute the amount of compensation claimed, they should raise the issue directly with their Green Deal Provider;</p> <p>(b) the Green Deal Provider has eight weeks to provide a written response to the bill payer; and</p> <p>(c) if they are not satisfied with the Green Deal Provider’s response, they can raise the issue with the Financial Ombudsman Service.</p>
88.	<p>Where a bill payer notifies a Green Deal Provider that he or she disputes the amount of compensation claimed by the Provider under section 95B of the CCA, the Provider must provide the bill payer with a written response addressing the bill payer’s concerns within eight weeks of being notified of the dispute.</p>
	<i>Statement requirements where a Green Deal Plan is not regulated by the CCA</i>
89.	<p>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 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 payment under the Plan is required to be made.</p>
90.	<p>The statement required by paragraph 89 must as a minimum –</p> <p>(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;</p>

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	<ul style="list-style-type: none"> (b) include the total amount of arrears which the current bill payer is liable to pay at the time the statement is issued; (c) include the total amount of future payments which remain outstanding under the Green Deal Plan at the time the statement is issued; and (d) inform the bill payer that a copy of the Green Deal Plan can, on request, be obtained from the Green Deal Provider.
91.	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 89 (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 payment under the Green Deal Plan was required to be paid) and finishing on the date of the statement request.
92.	<p>The statement required by paragraph 91 must as a minimum –</p> <ul style="list-style-type: none"> (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; (b) include the total amount of future payments which remain outstanding under the Green Deal Plan at the date of the request; (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 (d) inform the bill payer that a copy of the Green Deal Plan can, on request, be obtained from the Green Deal Provider.
93.	The statements referred to in paragraphs 89 and 91 must not include arrears for which the person to whom the statement is being issued is not responsible.
	<i>Provision of information to assist future bill payers</i>
94.	<p>A Green Deal Provider 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"> (a) the improver; (b) the bill payer at the property at the time the Green Deal Plan is taken out; (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); (d) subsequent property owners (if and when the Green Deal Provider becomes aware that the property has changed hands). <p>(The disclosure and acknowledgement obligations are set out in the Framework Regulations and include the potential for the imposition of sanctions by the Secretary of State, or their delegate, to enable redress and compensation.)</p>
95.	A Green Deal Provider must, on receipt of a written request from the bill payer at a 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 at no charge with –

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	<p>(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</p> <p>(b) information on the guarantees that exist in relation to the improvements installed under the Green Deal Plan.</p>
95A.	A Green Deal Provider must, on receipt of a written request from the improver, provide that person at no charge with a copy of the executed credit agreement and of any other document referred to in it.
	<i>Guarantees provided under the Green Deal Plan</i>
96.	The Framework Regulations require a Green Deal Provider to agree in a Green Deal Plan to guarantee the functioning of the improvements and to repair damage to the property which is caused by the improvements. The guarantee agreed must meet, as a minimum, the requirements set out in Schedule 3 to the Framework Regulations.
97.	<p>1) The Green Deal Provider must ensure that a contract of insurance is entered into in respect of the guarantee. The contract of insurance must be for the benefit of the bill payer and the improver; be valid for the lifetime of the guarantee; and ensure that the terms of the guarantee required by the Framework Regulations are fulfilled in the event that the Green Deal Provider:</p> <ol style="list-style-type: none"> a. is Insolvent; b. does not comply with a determination by the Relevant Ombudsman Service requiring it to honour the guarantee or take some other action in place of honouring the guarantee; or c. does not comply with a compliance notice, a cancellation or a reduction imposed on the Green Deal Provider by the Secretary of State in respect of the guarantee. <p>2) 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 alternative dispute resolution 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> <p>3) In respect of a guarantee of the functioning of the improvements, a contract of insurance may include one or more of the provisions described in paragraphs 4) and 5).</p> <p>4) (a) Where:</p> <ol style="list-style-type: none"> (i) an improvement cannot be rectified because it cannot reasonably be repaired and no suitable replacement exists; or (ii) neither the repair nor a suitable replacement of an improvement would result in the property being more energy efficient than it would be should the improvement be left both unrepaired and not replaced, <p>the insurer may, instead of repairing or replacing the improvement, pay to the improver or the bill payer (whichever the insurer determines is appropriate in all the circumstances) compensation which must be no less than the amount calculated in accordance with sub-paragraphs (b) and (c).</p>

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	<p>(b)</p> <ul style="list-style-type: none"> (i) Subject to sub-paragraph (c), where there remains an outstanding balance under a Green Deal Plan that relates to the improvement for which the insurer wishes to pay compensation, the relevant amount is the cost of making an early repayment of that outstanding balance. (ii) Subject to sub-paragraph (c), where there is no outstanding balance as described in sub-paragraph (b) (i), the relevant amount is the costs of purchasing and installing the improvement as at the date on which it was originally installed with no downwards adjustment for any reason. <p>(c) The liability of the insurer may be limited, but to no less than £25,000 adjusted by the percentage increase or decrease in the Consumer Prices Index from the date of issue of version 4 of this Code of Practice to the date on which any compensation is paid (“the Compensation Cap”), provided that the insurer’s liability in relation to any single improvement is never limited to less than the Compensation Cap.</p> <p>5) (a) In circumstances which do not include the payment of compensation in accordance with a provision described in paragraph 4), the liability of the insurer may be limited to the General Cap, provided that the insurer’s liability in relation to each repair and each replacement of an improvement is never limited to less than the General Cap.</p> <p>(b) For the purposes of this paragraph, the General Cap means the lower of:</p> <ul style="list-style-type: none"> (i) the amount it would have cost to purchase and install all improvements which were the subject of the Green Deal Plan as at the date of their original installation adjusted by the percentage increase or decrease in the Consumer Prices Index from that date to the date on which liability in respect of an improvement is discharged; and (ii) £25,000 adjusted by the percentage increase or decrease in the Consumer Prices Index from the date of issue of version 4 of this Code of Practice to the date on which liability in respect of an improvement is discharged. <p>6) (a) In respect of a guarantee of solid wall insulation or cavity wall insulation, the Green Deal Provider may, instead of ensuring that a contract of insurance is entered into, ensure that the improver and the bill payer have the benefit of a scheme for the lifetime of the guarantee that ensures the terms of the guarantee required by the Framework Regulations are fulfilled in the event that a Green Deal Provider:</p> <ul style="list-style-type: none"> (i) is Insolvent; (ii) does not comply with a determination by the Relevant Ombudsman Service requiring it to honour the guarantee or take some other action in place of honouring the guarantee; or (iii) does not comply with a compliance notice, a cancellation or a reduction imposed on the Green Deal Provider by the Secretary of State in respect of the guarantee. <p>(b) A scheme must meet the criteria set out in sub-paragraphs (i) to (viii).</p> <ul style="list-style-type: none"> (i) the scheme must be operated by a registered company limited by guarantee whose articles of association require that its income, however derived, is applied to promote the purpose of the scheme and contain a prohibition on the distribution of income and profits to its members both generally and on the winding up of the company;

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	<ul style="list-style-type: none"> (ii) the members of the scheme must constitute a substantial proportion of the installers, manufacturers and designers in the solid wall insulation market where solid wall insulation is the subject of the guarantee and the cavity wall insulation market where cavity wall insulation is the subject of the guarantee; (iii) the primary purpose of the scheme, as set out in its articles of association, includes the provision of guarantees which meet the requirements of Schedule 3 of the Framework Regulations that relate to solid wall insulation and cavity wall insulation; (iv) the scheme only offers guarantees to businesses which are a member of the scheme and adhere, as a minimum, to any standards required by the Framework Regulations of system design, manufacture, installation and specification in relation to the type of insulation which is the subject of the guarantee; (v) the scheme adheres to a business plan which seeks to ensure adequate reserves are available to support all guarantees issued by it and its projected liabilities; (vi) the adequacy of the scheme's reserves to meet the entirety of its projected liabilities are independently assessed by a member of the Institute and Faculty of Actuaries (or, if the scheme is established elsewhere in the EEA, a member of an equivalent body of actuaries) at a frequency determined by its board of members, but no less than once every 3 years; (vii) the scheme has the ability to access additional contributions from members, alternative funding or both and, where the board of members believe it to be appropriate, this ability is exercised; and (viii) the scheme's accounts are prepared in accordance with UK Generally Accepted Accounting Principles or International Accounting Standards as far as they apply (or, if the industry scheme is established elsewhere in the EEA, comparable accounting standards of that country).
98.	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.
99.	Any guarantees and/or warranties offered by Green Deal Installers and manufacturers can be called upon by the Green Deal Provider as part of its offering to customers.
100.	If a Green Deal Provider offers its customers any extended guarantees or additional warranties beyond those required, it must inform customers that these are optional, and set out clearly who is offering it, what the extra costs are, and the benefits.
101.	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.

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102.	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.
103.	A Green Deal Provider must not seek to limit its customer's legal entitlements in the event of a fault developing or make unreasonable exclusions. A Green Deal Provider must also ensure customers are aware of their right to appeal any decisions made under the terms of guarantees/warranties.
104.	The Green Deal Provider 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 the Green Deal Provider to opt not to deal with a particular problem if such access is refused by the customer.
105.	A Green Deal Provider 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.
106.	A Green Deal Provider must provide details of its guarantee arrangements to the Oversight and Registration Body in its annual report, including details of the insurance required under paragraph 97 of this Code of Practice.
107.	If a Green Deal Provider is utilising industry schemes, it must ensure that the schemes it is using meet the requirements set out in Schedule 3 of the Framework Regulations.
	Payments to Green Deal Assessors and Green Deal Installers
108.	A Green Deal Provider must ensure that all payments it is 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. A Green Deal Provider must consider the needs of SMEs in particular and support them where possible through prompt payments.
109.	A Green Deal Provider 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, Energy and Industrial Strategy (BEIS). Further guidance can be found at http://www.promptpaymentCode.org.uk/ .

Annex C: Green Deal Installers

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

	Requirements of Green Deal Installers
1.	A Green Deal Installer must be certified against and continue to comply with the requirements of PAS 2030 and MCS, except where – (a) the Green Deal Installer is not authorised to install microgeneration improvements, in which case the Green Deal Installer must only be certified against and continue to comply with the requirements of PAS 2030; or (b) the Green Deal Installer is only authorised to install microgeneration improvements under the Green Deal in which case the Green Deal Installer must only be certified against and continue to comply with the requirements of MCS and MCS's Microgeneration Installation Standard: MCS 023.
2.	A Green Deal Installer must be registered, or use sub-contractors who are registered, under the Gas Safe Register scheme where it intends to install gas boilers and heating systems under the Green Deal.
3.	A Green Deal Installer must comply with any requirements specified by its Certification Body regarding compliance with this Code of Practice.
4.	A Green Deal Installer must have an absence of, or processes for avoiding, conflicts of interest between the commercial interests of any sponsoring or parent organisations and its work under the Green Deal.
5.	Where appropriate, a Green Deal Installer must have the technical ability and competence to deliver compliance with the Building Regulations (pertaining to England, Wales and Scotland).
6.	A Green Deal Installer must allow and co-operate with external monitoring of its activities by their Certification Body and/or the Green Deal Accreditation Body.
7.	A Green Deal Installer 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 its employees and/or any sub-contractors.
8.	A Green Deal Installer must notify its 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.
9.	A Green Deal Installer must complete a Benchmark form or manufacturer's warranty with the customer at the time of the installation, if one is available.
10.	A Green Deal Installer 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.

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.

	<i>Compliance with legal requirements and standards</i>
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.
	<i>Specific requirements relating to CE Marking</i>
3.	Where a product or system falls within the scope of a Harmonised European Standard, it must be CE marked.
	<i>Requirements for products and systems which do not require CE Marking</i>
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.
	<i>Compliance with the requirements of certification schemes</i>
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.
	<i>Requirements relating to Systems (see footnote 2)</i>
6.	<i>External Wall Insulation Systems with a render finish</i> , must be either – (a) CE Marked against the relevant European Technical Approval Guidelines (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.

	Requirements relating to Systems (see footnote 2)
8.	<i>Internal Wall Insulation Systems must 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.</i>
9.	<i>Cavity Wall Insulation Systems must 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.</i>

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/home>;
- <http://www.iaf.nu/>; and
- <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 –

	<i>General Duties on Certification Bodies</i>
1.	A Certification Body must be accredited by the Green Deal Accreditation Body to certify persons to act as either Green Deal Assessors or Green Deal Installers. A Green Deal Assessor Certification Body must be accredited against the Assessor Certification Body Specification. A Green Deal Installer Certification Body must, subject to paragraph 2 of this Annex, be accredited by the Green Deal Accreditation Body to certify to PAS 2030.
2.	A Green Deal Installer Certification Body that does not intend to certify persons to act as Green Deal Installers of microgeneration measures is only required to be accredited to certify to the applicable parts of PAS 2030, which concern the installation services it will certify persons to provide under the Green Deal. A Green Deal Installer Certification Body that only intends to certify persons to act as Green Deal Installers of microgeneration measures is only required to be accredited under MCS.
3.	A Green Deal Assessor Certification Body must certify Green Deal Assessors against the Assessor Services Specification. A Green Deal Installer Certification Body must certify Green Deal Installers against PAS 2030, or, where only certifying persons in respect of the installation of microgeneration improvements, under MCS.
4.	A Certification Body must issue a copy of this Code of Practice to its members authorised to act under the Green Deal scheme and take appropriate steps to ensure they continue to comply with its requirements.
5.	A Certification Body must ensure that its 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 be produced in accordance with the relevant requirements set out in the Green Deal Quality Mark requirements and guidelines.
6.	A Certification Body must ensure that any person it has 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"> • has appropriate policies, processes and procedures in place to ensure their competency and the competency of their employees; • keeps and maintains training records for all employees; • ensures that a correct level of insurance cover is in place at all times.
7.	A Certification Body must – <ul style="list-style-type: none"> • have a robust management, quality assurance and administrative system; • promote best practice and understanding of the Green Deal to Green Deal Assessors and/or Green Deal Installers; • provide advice to members on the general operation of the Green Deal as required; • have effective complaints handling procedures and sanctions in place for dealing with non-compliance by its members, which are provided free of charge to complainants and which ensure that the requirements set out in this Code of Practice are met;

	General Duties on Certification Bodies
	<ul style="list-style-type: none"> • within seven (7) days of receiving a complaint, notify a complainant in writing that the complaint has been received and provide information to the complainant on the Certification Body's complaints handling procedures, including details of the estimated time for resolving the complaint and what steps the complainant may take if unsatisfied with the Certification Body's handling of their complaint; • provide, on request, details of its complaints handling procedures and sanctions to the Oversight and Registration Body, its members and the public.
8.	Certification Bodies must inform the Oversight and Registration Body of the suspension or revocation of the certification of a Green Deal Assessor or Green Deal Installer by close of business on the next working day following the day on which the Certification Body concerned has completed such steps, in accordance with its usual procedures, as are necessary to effect the suspension or revocation of that Green Deal Assessor's or Green Deal Installer's certified status.