

ECO-4 LA Flex – Terms and Conditions

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Version Control

<u>Version</u>	<u>Amendment</u>
Version 1	n/a
Version 2	Addition of Clause 5

1. Introduction

- 1.1. East Ayrshire Council's LA Flex Scheme is designed to enable installers to access Flexible Eligibility funding under ECO-4 to offer free or subsidised energy efficiency measures to fuel poor and vulnerable households that do not qualify under the Help to Heat Group.
- 1.2. The Energy Agency is employed by East Ayrshire Council to oversee LA Flex and ensure installers trade fairly within the region. The customer service and measures installed by installers shall be assessed by the consumer through a customer satisfaction feedback system.
- 1.3. The scheme is open to any installer, without prejudice, that can demonstrate its ability to competently deliver energy efficiency measures in domestic dwellings.
- 1.4. Installers are required to complete an application form to become a member of the LA Flex Scheme and acceptance will be granted in accordance with the Scheme Acceptance Criteria.

2. Energy Agency Commitments

The Energy Agency will:

- 2.1. Assist the Local Authority in the publication of a Statement of Intent in line with ECO-4 Guidance.
- 2.2. Notify Installers of any proposed amendments to the Statement of Intent at least 60 days prior to publication of amended versions.
- 2.3. Review household eligibility based on evidence submitted by the Installer.
- 2.4. Obtain signed declarations from the Local Authority on behalf of the Installer.
- 2.5. Notify the household that an application for LA Flex is being made at their address.
- 2.6. Provide a fair and impartial service in all dealings with Installers and consumers.
- 2.7. Monitor member's compliance with ECO-4 consumer protection.
- 2.8. Refer to Trading Standards for advice on both civil and consumer protection legislation upon request.
- 2.9. Monitor Installer's marketing/promotion activity.
- 2.10. Conduct regular reviews of the scheme and these terms and conditions, reserving the right to change the terms and conditions where appropriate.
- 2.11. Reserve the right to revoke membership of the scheme where Installers act in a manner detrimental to consumers' interests, or breach these terms.
- 2.12. Reserve the right to publicise the removal of traders from the scheme, where appropriate, through any media channel.
- 2.13. Encourage consumers to provide feedback.
- 2.14. Process members' data fairly and in accordance with the Data Protection Act 2018.

3. Installers Commitments

Installers requesting access to LA Flex shall agree to conduct their business fairly, within the spirit of good business practice and in accordance with relevant law.

Installers shall:

- 3.1. Provide the Energy Agency with full details of ownership, trading names, premises, staffing levels and trade activities. Any addresses provided to the public shall be proper addresses capable of being used for contact by letter.
- 3.2. Inform the Energy Agency of any significant changes to the above within 14 working days of the change.
- 3.3. Agree to abide by the Terms and Conditions of the scheme.

- 3.4. Adequately train their staff for the work they carry out, and keep appropriate training records. These should be available for the Energy Agency to view on request.
- 3.5. Maintain and publicise any certification/registration required for ECO-4 (e.g. TrustMark, PAS 2035/2030, Gas Safe, MCS etc.).
- 3.6. Not use second-hand or reconditioned parts.
- 3.7. Comply with all relevant consumer protection legislation.
- 3.8. Have and maintain adequate public liability insurance, employers' liability insurance and professional indemnity insurance.
- 3.9. Co-operate fully with the Energy Agency and respond to all requests for information within three working days.
- 3.10. Have been trading for at least twelve months prior to application.

4. Membership

- 4.1. Membership of the council's LA Flex scheme shall be subject to the Scheme Acceptance Criteria as noted in the Scheme Application Form and the Energy Agency shall assess the applicant's suitability for membership.
- 4.2. Membership to the scheme is free subject to the Installer passing the Scheme Acceptance Criteria. Fees for LA Declarations apply – see Section 5.
- 4.3. If the Energy Agency considers the applicant unsuitable for membership, the applicant shall not be admitted to the scheme.
- 4.4. An applicant shall be considered unsuitable if:
 - There is an unacceptable risk that the consumer may suffer loss, detriment or poor experience;
 - The applicant presents an unacceptable risk to others, for example suppliers or the general public;
 - The applicant's membership might bring the scheme, Energy Agency or East Ayrshire Council into disrepute or otherwise be inconsistent with any aspect of the scheme.
- 4.5. As a Scheme Member, the performance of your organisation will be monitored by the Energy Agency. The council reserves the right to revoke scheme membership if:
 - Any of Clause 4.4 applies;
 - Customer satisfaction scores fall below 70%.
 - Any breach of these terms and conditions.
- 4.6. Any Installer that has its membership revoked may not re-apply to the Scheme for a period of at least 12 months, and be able to satisfy the council that mechanisms have been implemented to improve installer performance proving suitability for new membership.

5. Membership Inactivity

- 5.1. The Council shall limit the number of installers on the Approved Installer List at any one time. The level of the 'cap' shall not be disclosed and will be reviewed on a regular basis.
- 5.2. Once the cap has been reached, installers applying for scheme membership shall be placed on a waiting list.
- 5.3. Installers on the waiting list shall be invited to apply for scheme membership (in chronological order) where another scheme member has had its membership revoked. Membership can be revoked for any reason as set out in Clause 4 of these Terms & Conditions, or if a member is deemed 'inactive' as set out in Clauses 5.4-5.5.
- 5.4. A member shall be deemed 'inactive' if the member has not installed any measures within 3 months of its previous LA Flex installation. Each new member shall be granted a 3-month grace period, therefore giving a total of 6 months from application to installation.

- 5.5. Scheme members that are deemed 'inactive' shall be removed from the Approved Installer List and notified in writing. Inactive members removed from the list are welcome to re-apply but shall be added to the bottom of the scheme waiting list.

6. Fees

- 6.1. Subject to evidencing requirements being met, in accordance with the most current version of *ECO-4 Guidance: Delivery*, the Installer shall pay the Energy Agency a fee of **£70.00** per household declaration.
- 6.2. Monies received by the Energy Agency shall be used for the purpose of scheme administration only.
- 6.3. Payment must be received in advance of the council submitting the Declaration to OfGEM.
- 6.4. The Energy Agency, in consultation with East Ayrshire Council, reserves the right to review the level of fee from time to time, and increase or decrease as appropriate.

7. Legislative Considerations

- 7.1. Installers shall comply with all applicable legislation, including but not limited to:
- The Provision of Services Regulations 2009.
 - The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("ICAC Regulations").
 - Electronic Commerce (EC Directive) Regulations 2002.
 - Consumer Protection from Unfair Trading Regulations 2008.
 - The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.
 - Consumer Rights Act 2015.
 - Consumer Protection Act 1987.

8. Sub-Contracting

- 8.1. Where a member subcontracts all or any part of the work, then the member must make the subcontractor aware of obligations under these terms and conditions.
- 8.2. The member must guarantee the work of the subcontractor to the same standard as the member Installer.
- 8.3. Members must take full responsibility for all subcontractors work.

9. Engagement with the Consumer

- 9.1. Installers shall act in a professional and courteous manner at all times ensuring regular communication with each householder throughout the duration of the works.
- 9.2. Installers shall provide customers with a written schedule of works and quotation before any work commences.
- 9.3. Quotations shall include full details of the work, total cost, funding applied, net cost and be inclusive of VAT where applicable.
- 9.4. Installers shall only charge a fair and reasonable price for work carried out.
- 9.5. Full, clear and accurate terms and conditions of the contract shall be provided to the consumer in advance.
- 9.6. Additional charges for making payment by credit, debit card or any other electronic payment is not permitted.
- 9.7. Consumer deposits to secure a contract shall not exceed 20% of the total contract price. Any staged payments agreed with the consumer shall not include the final 10% of the contract which is to be retained by the consumer until after completion of the contract.

Reasonable exceptions to this rule will be considered where the Installer can justify this to the Energy Agency.

- 9.8. Consumers shall be given time to make the final payment, no less than seven days from the satisfactory completion of the contract.
- 9.9. Installers shall provide the consumer with a copy of their complaints procedure in advance of the works, and deal with complaints promptly and effectively.
- 9.10. Where the Installer is a member of a trade association, which has its own code of practice, the terms of that code and any Alternative Dispute Resolution (“ADR”) processes shall be provided to the consumer and followed at all times.

10. Marketing

- 10.1. All advertisements that are produced in connection with your business must comply with all relevant advertising legislation.
- 10.2. The words ‘Energy Agency Approved’, ‘Council Approved/Funded’, ‘Scottish Government Approved/Funded’, or any other similar terms must not be used in any circumstances. The installer shall be clear that the funding is being drawn down from an energy supplier under the UK Government policy, the Energy Company Obligation.
- 10.3. The installer must not use any logos associated with the Energy Agency, Council or Scottish Government in its marketing material.
- 10.4. The Installer may use marketing channels such as social media, direct mailing and leaflet drops to generate leads, however under no circumstance shall the installer be permitted to cold call either via doorstep or phone. Reports of cold calling may lead to immediate removal from the scheme.

11. Consumer Disputes

- 11.1. If a consumer is unhappy with any work carried out by a member of the Scheme, the Installer must agree to comply with the dispute resolution procedure detailed below.
- 11.2. Consumers and traders should initially try to resolve complaints through written discussion. Any details of the complaint should be made in writing to the other party.
- 11.3. If the complaint remains unresolved, either party may contact the Energy Agency with details of the complaint. The Energy Agency will investigate the complaint and mediate between both parties to attempt to resolve any issues.
- 11.4. Installers must agree to communicate fully with Energy Agency staff throughout the process of dealing with any dispute. Installers must keep records of disputes for a minimum of one calendar year.
- 11.5. If at any time, the consultation of an independent expert is required for example for inspections or testing, agreements will be sought from both parties about the arrangement of such a consultation including payment.

12. Application Appeals

- 12.1. An appeals process is available for any installer that has applied for access to the Scheme and been refused, or has had access to the Scheme revoked.
- 12.2. In both instances, the Energy Agency shall write to the Installer notifying them of the reasons for the decision and guidance on how to appeal.
- 12.3. The Installer must appeal within 28 days of receipt of the notice from the Energy Agency. Appeals after 28 days shall automatically be discarded.
- 12.4. Any costs incurred by the Installer during the appeals process shall be borne solely by the applicant.

13. Reporting

- 13.1. Installers shall provide a report on activity including:
 - Number of measures installed
 - Value (£) of measures installed
 - Householder Contribution (£), if any
 - Fuel savings achieved (based on deemed scores)
 - Carbon savings achieved
- 13.2. Reports shall be submitted on a quarterly basis.
- 13.3. Reporting checkpoints shall be confirmed on confirmation of successful application and failure to submit reports may result in membership being revoked.