

**Scheme Rules and Contract
for
Certification and Approval
of Installers of Energy
Efficiency Measures
against the requirements of
PAS 2030.**

BLUEflame
certification

Introduction

Blue Flame Certification Ltd operates the Green Deal Scheme with Accreditation granted by the United Kingdom Accreditation Service (UKAS). The main scheme requirements are documented in the scheme standard PAS 2030:2014 Edition 1 (improving the energy efficiency of existing buildings) and BS EN ISO/IEC 17065:2012 and reference to PAS 2031:2012 Certification of Energy Efficiency Measure (EEM) installation services. The scope of the scheme includes the specification for installation process, process management and service provision. The technologies available for certification are indicated on the application form.

1. Application for Certification

- 1.1. Application for certification must be made by submitting a fully completed and signed application form GD 01. Applications for any extensions to scope must also be made on this form. In signing the application form the company enters into an Agreement as detailed in this document.
- 1.2. Applications will be reviewed and may be declined prior to assessment in which case Blue Flame Certification will inform the applicant of the reasons.
- 1.3. Installers wishing to achieve certification and approval under the Green Deal Scheme must allow access at all reasonable times to the Certification Body and its employees and to UKAS representatives for the purposes of assessment to achieve initial certification and approval, surveillance at periods determined by Blue Flame Certification Limited, Re-Certification at third year anniversary of initial approval and any other associated activities such as complaint/appeals investigations.
- 1.4. These Scheme Rules and Contract together with the pro-forma Invoice for advance payment will be submitted to the client. A returned signed copy and appropriate Fees must be paid prior to commencement of the approval, surveillance or re-certification processes as detailed on the submitted pro-forma Invoice under covering letter Form GD 40.
- 1.5. By receipt of payment for services as 1.4 above and return of the countersigned copy of this Agreement the Installer confirms adherence to the requirements of the Green Deal Installer Scheme as described within PAS 2030:2014 and the Green Deal Code of Practice (latest edition).

2. Assessment for Approval and Certification

- 2.1. The assessment will be conducted in accordance with the standard PAS 2030:2014 Edition 1 and BS EN ISO/IEC 17065:2012 and the DECC Code of Practice latest Edition as provided.
- 2.2. Blue Flame Certification will supply a copy of the Green Deal Code of Practice when approval is granted and will inform the approved Installer when any Standards or Codes of Practice are amended.
- 2.3. Assessment will cover both the company's office management and quality system and on site work, which may be in progress or may have been completed prior to assessment.
- 2.4. The duration of assessments will depend on the number of technologies applied for and the sites required to be visited to acquire sufficient evidence of compliance.
- 2.5. If areas for improvement (mandatory or recommended) are identified during assessment further visits may be required to clear and close them out unless they are of a nature that can be addressed by correspondence.
- 2.6. An assessment may result in a recommendation by the assessment team for approval, but this recommendation will be subject to independent review by Blue Flame Certification who will make the final certification and approval decision.

3. Certification, Listing and Identification

- 3.1. Certification and listing will be provided in accordance with the requirements of the Green Deal Code of Practice (latest edition).
- 3.2. Certification will be demonstrated by the issue of a Blue Flame Certification Approval letter indicating the scope of approval (measures awarded) and a Certificate of Approval valid for a three(3) year period but will be subject to review by Blue Flame Certification from the results of on-going annual Surveillance, Complaints received etc.
- 3.3. Installers will be required to issue an Identification [eg: Card(s)] carrying the Green Deal Mark and details of which measure they are certified and approved for to install, to all their operatives carrying out work under the Green Deal Scheme.
- 3.4. Blue Flame Certification will provide the Green Deal Oversight Body (Gemserv) details of Installers it has approved and certificated for inclusion into the National Database of Approved Green Deal Installers

- 3.5. Installers must notify Blue Flame Certification Ltd of all installations completed against the requirements of PAS 2030:2014 Edition 1, ECO, Affordable Warmth or any other Scheme that falls within Governmental Legislation for the Improvement of Energy Efficiency of existing Buildings 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.

4. Maintaining Approval and Certification

- 4.1. Continuing certification and approval as a Green Deal Installer is subject to satisfactory annual Surveillance assessments which are conducted in accordance with the standard PAS 2031:2012 (which also covers circumstances under which additional surveillance may be required at the certificate holder's cost).
- 4.2. A Surveillance HO audit will take place 1 calendar year from date of approval and thereafter on a yearly basis unless exceptional circumstances (complaints etc) necessitate extraordinary Surveillance visits. The HO Audit will require that not less than 1% (minimum of 1) of your records of installations in relation to the measures certificated and approved, ensuring all measures are audited during the initial three year period of approval, to ensure compliance against the requirements of PAS 2030:2014 Edition 1 require to be audited.
- 4.3. Site visit audits (on an annual basis) will consist of no less than 1%(minimum of 1) of your installations in relation to the range of measures for which you have been certificated ensuring that each measure type is covered within the initial three year period of approval to ensure compliance against the requirements of PAS 2030:2014 Edition 1.
- 4.4. Where areas for improvement are identified. Blue Flame Certification shall require the installer to provide evidence of correction within eight weeks of the evaluation. Where any areas for improvement are not corrected within 12 weeks of the evaluation Blue Flame Certification may suspend/withdraw the approval of the installer, subject to appeal.
- 4.5. Note: Additional surveillance may be requested if substantiated complaints are received or as a result of a significant number of areas for improvement are identified during Surveillance.
- 4.6. During any period of approval and Certification as a Green Deal Installer, you must inform Blue Flame Certification, without delay, of any changes eg: company name/registration/communication details, senior personnel or any other circumstances.
- 4.7. Blue Flame Certification will issue a new letter of approval and Certificate on the expiry of initial certification, or when details on the Certificate are no longer valid, subject to payment as described within Clause 1.4 and satisfactory results from ongoing annual surveillance visits.
- 4.8. Installers wishing to extend their scope of approval via additional PAS 2030 measures may apply either verbally or by correspondence to Blue Flame Certification, an extension to Scope Application Form will be submitted for completion and on return a Fee Estimate will be submitted. If the extension application is requested to proceed a site audit will be arranged of the measures requested which will be carried out and reported as per the process utilised during the initial Approval. If the audit confirms successful outcomes an amended Certificate of Approval will be issued.
- 4.9. Installers requesting a reduction of approved scope will have an addendum inserted into their current Approval or Surveillance Report as appropriate as a record of reduction of their scope of approval, a confirmation letter will be issued requesting the return of the current Certificate of Approval and on receipt of this an amended Certificate of Approval will be issued. The Gemserv National Database will be informed accordingly.

5. Termination of Certification

- 5.1. Certification may be terminated by the failure of a certificate holder to pay any fees arising, by the certificate holder voluntarily withdrawing from the scheme, or as a result of mandatory improvement actions being identified during surveillance assessments and not being addressed or via the investigation of complaints. Certification may be terminated in the event that the Terms and Conditions in clause 7 are not being met.
- 5.2. If suspension of Approval is instigated after 6(six) weeks of raising Improvement Action Reports (IAR's), the approved Installer must submit the required and necessary information requested for evaluation within 14(fourteen) days from notification of suspension. If such required information is not provided within the 14(fourteen) days period approval will be withdrawn.
- 5.3. If the termination of certification is as a result of a decision by Blue Flame Certification, the certificate holder will be informed of the reasons in writing.

- 5.4. In the event that certification is terminated or expired, the certificate holder shall return any certificate that has not expired to Blue Flame Certification, shall remove all use of the Blue Flame Certification logo and the Green Deal Approved Installer Mark, shall refrain from claiming certification or membership of the Green Deal Scheme and shall take all reasonable steps not to make misleading claims regarding the scope of work that had been covered by certification.

6. Appeals

- 6.1. Approved and certificated companies can appeal to Blue Flame Certification against any decision in respect of their application or certification.

7. Blue Flame Certification General Terms and Conditions

- 7.1. You will be granted a non-exclusive licence to use Blue Flame Certification logo in relation to the Blue Flame Certification Scheme in accordance with any guidance that we may provide; provided that such use is limited to the scope of your Green Deal Installer approval and Certification. You are permitted to use the Green Deal Approved Installer Mark subject to clause 8 below. Your right to use the logos will continue until certification is terminated in accordance with clause 7.4 below.
- 7.2. You must comply with any guidance provided by Blue Flame Certification. You must not engage in any activity or practice which may result in public criticism of us, our or the Green Deal Scheme.
- 7.3. Certification may be terminated by immediate written notice to you if:
- 7.3.1. you cease to participate in our or the Green Deal Scheme
 - 7.3.2. you fail to pay any outstanding Invoice within the time period specified on the Invoice
 - 7.3.3. you go into liquidation or an administrative receivership or if a receiver and manager or administrator is appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors;
 - 7.3.4. in committing a breach of these Terms, we conclude that the sub-sub licence as described with clause 8) below maybe withdrawn;
 - 7.3.5. you challenge the validity of our logos
- 7.4. Your approval and surveillance fees are for a full 12 month period regardless of your trading status.
- 7.5. Termination of Certification will not affect any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling your obligations which accrued prior to termination.
- 7.6. If for whatever reason Certification is terminated, to protect the reputation of Blue Flame Certification and ensure its continued operation:
- 7.6.1. you must immediately cease use of our logos or marks
 - 7.6.2. you must not purport to be associated with the Blue Flame Certification Scheme and must not make negative comments about Blue Flame Certification, or Blue Flame Certification or Green Deal Schemes.
- 7.7. Blue Flame Certification may enjoy the benefit and enforce the terms of [these Terms] [Clause 7.6] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 7.8. Please note that in entering into this agreement you give permission to Blue Flame Certification to carry out a credit check on your business.
- 7.9. Blue Flame Certification will handle your data in accordance with the Data Protection Act 1998. Data will be used from certification and registration purposes and your details may be shared with central and local government departments or government appointed scheme operators if it is relevant to your scope of Certification. For the operation of the Green Deal Scheme, Blue Flame Certification will share your details with any consumer protection scheme authorised under the scheme. Blue Flame Certification Ltd may share your data within the Blue Flame Certification Group of companies.
- 7.10 Blue Flame Certification confirms that it will make available upon request (adhering to the Data Protection Act 1998 requirements) the following information:
- ✚ Details of Installer approvals (or parts of approval),suspended or withdrawn
 - ✚ Confirmation that the details as outlined above will be submitted to the GDoRB(Gemserv) for inclusion within the National Database of Green Deal Installers

- ✚ Confirmation that a complaint(s) has been received and/or investigated
- ✚ Upon request confirmation that an Installer is in possession of Blue Flame Certification approval, or otherwise, for the Green Deal Measures concerned
- ✚ Any other information confirmed by the approved Installer that such information may be made available to the Public Domain.

8. Green Deal Mark Authorised User Agreement

- 8.1. In signing the application and Contract form(s) the named installation company enters into an Agreement for the use of the Green Deal Mark (via the sub-sub licence issued by Blue Flame Certification Ltd) until such time that certification is withdrawn or the Agreement is terminated under clause 8.16 below.
- 8.2. The Green Deal Mark to be utilised by approved Green Deal Installers (as shown in the Guidelines for use of the Green Deal Mark) is the property of the Secretary of State for Energy and Climate Change who holds all copyright and goodwill associated with the Green Deal Mark. The Certification Body mark (as shown in this document) belongs to us.
- 8.3. The Secretary of State has licensed the use of the Green Deal Mark to Blue Flame Certification. In this Agreement we are licensing the use of the Green Deal Mark to you.
- 8.4. Subject to the payment of fees as described in this document for services relating to initial approval, annual surveillance and re-certification, we hereby grant you a non-exclusive licence to use the Green Deal Mark in Great Britain, Northern Ireland and the Isle of Man. You agree that any such use will be in accordance with the terms and conditions set out in this Agreement and the Green Deal Brand Guidelines a copy of which will be provided by Blue Flame Certification and can also be seen at <http://gdorb.decc.gov.uk/>
- 8.5. We reserve the right to withdraw, substitute or add to the Green Deal Mark if it can no longer be used or if we, or the Secretary of State, in their sole discretion, determine such withdrawal, substitution or addition will be beneficial to the Green Deal Scheme. If this happens you will not be eligible for any compensation and the use of any substituted or additional marks or indicia shall be governed by the terms of this agreement.
- 8.6. You will keep us informed in a timely manner of all cases of actual or alleged infringement, misuse or misrepresentation concerning or connected with the Green Deal Mark of which you become aware.
- 8.7. When installing equipment under a valid certificate issued by us you warrant to us that you will comply with the Installation Standards applicable at the time of that installation.
- 8.8. We may terminate this Agreement by immediate notice in writing to you and without being liable to you for payment of compensation if
 - 8.8.1. you commit a material breach of this agreement and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being given written notice by us to do so;
 - 8.8.2. you repeatedly breach any of the terms of this agreement in such a manner as to reasonably justify our opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this agreement;
 - 8.8.3. you fail to comply with the Installation Standards and having been notified in writing by us of the requirement to do so fail to take (at your cost and within a reasonable time) (i) remedial action in respect of such failures as have already occurred and (ii) pre-emptive measures to ensure that such failures do not recur after the receipt of such notification;
 - 8.8.4. you suspend or threaten to suspend payment of your debts or you are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 8.8.5. you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up or for the appointment of an administrator over any of your assets;
 - 8.8.6. you cease or threaten to cease to carry on business;
 - 8.8.7. you challenge the validity of the Green Deal Mark;
 - 8.8.8. we, for any reason, cease to have the right to grant licences in respect of the Green Deal Mark;

- 8.9. Upon the termination of this agreement you shall cease to use the Green Deal Mark, remove or obliterate it from all points of use and do nothing which might lead any person to believe that you are still licensed to use the Green Deal Mark.
- 8.10. We are required by DECC and to the terms of our Accreditation awarded by the United Kingdom Accreditation Service (UKAS) to monitor your performance and to make sure that you are complying with the terms of this Agreement and the Brand Guidelines. To allow us to do this we reserve the right to inspect your premises, your record keeping and the quality of your work. You agree that you will fully cooperate with us in this monitoring process, including allowing our representatives access to your business premises at reasonable times and upon reasonable notice having been given as described in clause 4.0.



Contacts:

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Department of Energy & Climate Change

3 Whitehall Place
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SW1A 2AW
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Green Deal

Oversight & Registration Body- Gemserv

Fenchurch Street
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EC3M 3BE

Tel:+44 (0)207 090 1000

W <http://gdorb.decc.gov.uk/>

THIS CONTRACT is made on the **XX** day of **XXXXXXXXX 201x** (the "Contract")

BETWEEN:

- (1) **Blue Flame Certification Ltd.** (company registration number **5182566**) whose registered office is at **6 Marsh Parade, Newcastle under Lyme, Staffordshire, ST5 1DU (correspondence address Unit 26 Chatterley Whitfield Enterprise Centre, Chatterley Whitfield, Stoke on Trent, Staffordshire, ST6 8UW** ("the Certification Body") and

- (1) **[GREEN DEAL INSTALLER]** (company registration number **[NUMBER]**) whose registered office is at **[ADDRESS]** ("the client")

These Scheme Rules and Contract have been entered into on the date stated above:
Signed by the Parties' authorised representatives:

For and on behalf of:
Blue Flame Certification Limited

Scheme Manager

For and on behalf of:
XXXXXXXXXXXXXXXXXX

Signature

Name

Title