

Rules for certification of microgeneration installers



Introduction

NAPIT Certification Limited operates the Microgeneration Certification Scheme under license. The main scheme requirements are documented in the scheme standard MCS 001 “Installer certification scheme requirements”. The scope of the scheme includes the supply, design, installation, set to work, commissioning and handover of microgeneration technologies against Microgeneration Installation Standards (MIS). The current versions of scheme and technical standards are available at www.microgenerationcertification.org or can be obtained by contacting NAPIT. 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 MCS/FOR/0010. Applications for any extensions to scope must be made on form MCS/FOR/0011. In signing the application form the company enters into an Agreement as detailed in this document.
- 1.2 Fees must be paid as required by the fee sheet MCS/SCH/0020
- 1.3 Applications will be reviewed and may be declined prior to assessment in which case NAPIT will inform the applicant of the reasons.

2. Assessment

- 2.1 The assessment will be conducted in accordance with the standard MCS 001.
- 2.2 Assessment will cover both office management system and on site work, which may be in progress or may have been completed prior to assessment.
- 2.3 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.
- 2.4 If non-conformities are found during assessment further visits may be required to clear them unless they are of a nature that can be addressed by correspondence.
- 2.5 An assessment may result in a recommendation to certify, but this recommendation is always subject to independent review and a certification decision.

3. Certification & Listing

- 3.1 Certification and listing will be provided in accordance with the standard MCS 001.
- 3.2 Certification will be demonstrated by the issue of a NAPIT certificate indicating the scope of approval and the expiry date of the certification.
- 3.3 Listing will be on the national website www.microgenerationcertification.org and NAPIT will provide details to the site administrator to enable this.

4. Maintaining Certification

- 4.1 Continuing certification is subject to satisfactory surveillance assessments which are conducted in accordance with the standard MCS 001 (which also covers circumstances under which additional surveillance may be required at the certificate holder’s cost).
- 4.2 NAPIT will issue new certificates on the expiry of certification subject to payment and ongoing surveillance.

5. Ending Certification

- 5.1 Certification may end 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 non-conformities being identified during surveillance assessments or via the investigation of complaints. Certification may end in the event that the Terms and Conditions in clause 7 are not fulfilled.
- 5.2 If the ending of certification is as a result of a decision by NAPIT, the certificate holder will be informed of the reasons in writing.
- 5.3 In the event that certification is terminated or expired, the certificate holder shall return any certificate that has not expired to NAPIT, shall remove all uses of the NAPIT logo and the MCS Approved Installer logo, shall refrain from claiming certification or membership of the 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 Assessed companies can appeal against any decision of NAPIT in respect of their application or certification in accordance with the standard MCS 001.

7. NAPIT General Terms and Conditions

- 7.1 You are granted a non-exclusive licence to use NAPIT trademarks in relation to the NAPIT Scheme(s) in accordance with any guidance that we may provide; provided that such use is limited to the scope of your Certification. You are permitted to use the MCS Approved Installer logo subject to clause 8 below. Your right to use the trademarks and logos will continue until certification is terminated in accordance with clause 7.4 below.
- 7.2 You must comply with any guidance provided by NAPIT and in particular the Brand Identity Guidelines. You must at all times preserve the reputation and integrity of the NAPIT Scheme(s). You must not engage in any activity or practice which may result in public criticism of us or our Scheme(s).
- 7.3 You must use best endeavours to promote awareness of NAPIT to consumers and the trade.
- 7.4 Certification may be terminated by immediate written notice to you if:
 - 7.4.1 you cease to participate in our Scheme(s), by failing to renew your membership with NAPIT or your membership is either suspended or revoked;
 - 7.4.2 you go into liquidation or an administrative receiver or 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;
 - 7.4.3 you commit a breach of these Terms and, following our disciplinary processes, we conclude that this licence should be withdrawn;
 - 7.4.4 you challenge the validity of our trademarks.
- 7.5 Your Membership fees are for a full 12 month period regardless of your trading status.
- 7.6 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.
- 7.7 If for whatever reason Certification is terminated, to protect the reputation of NAPIT and ensure its continued operation:
 - 7.7.1 you must immediately cease use of our trademarks;
 - 7.7.2 you must not purport to be associated with the NAPIT Scheme(s) and must not make negative comments about NAPIT or the NAPIT Scheme(s).
- 7.8 NAPIT 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.
- 7.9 Please note that in entering into this agreement you give permission to NAPIT to carry out a credit check on your business or in the case of a sole trader, on you as required by the NAPIT Scheme.
- 7.10 NAPIT will handle your data in accordance with the Data Protection Act 1998. Data will be used for 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 MCS Scheme NAPIT will share your details with the MCS licensee (Gemserve Limited) and any consumer protection scheme authorised under the Scheme. NAPIT Certification Ltd will share your data within the NAPIT Group of companies.

8. MCS Mark Authorised User Agreement

- 8.1 In signing the application and/or renewal form(s) the named installation company enters into an Agreement for the use of the MCS Mark until such time that certification is withdrawn or the Agreement is terminated under clause 8.16 below.
- 8.2 The MCS Mark (on the left in the diagram below) is the property of the Secretary of State for Energy and Climate Change who holds all copyright and goodwill associated with the MCS Mark. The Certification Body mark (on the right) belongs to us.



- 8.3 The Secretary of State (via a company called Gemserv Limited) has licensed the use of the MCS Mark to NAPIT. In this Agreement we are licensing the use of the MCS Mark to you.
- 8.4 Subject to the payment of fees as per 1.2 above we hereby grant you a non-exclusive licence to use the MCS 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 MCS Brand Guidelines a copy of which can be seen at www.microgenerationcertification.org
- 8.5 The use of the MCS Mark in a territory outside Great Britain, Northern Ireland or the Isle of Man is at your risk. We give no warranty that such use will not infringe third party rights or is otherwise lawful in any such territory. The MCS Mark is currently being registered in the EU as well as in the Channel Islands. A further update on its protection will be available from us, but until that time the conditions about where it can be used as set out in this paragraph and paragraph 8.6 apply.
- 8.6 You may use the MCS Mark on the vehicles, buildings, banners, pennants, letterheads, brochures and any publicity material that is directly related to the scope your certification from us. You will not use the MCS Mark in any printed advertisements or printed publicity matter directed primarily to the market in Great Britain, Northern Ireland or the Isle of Man and/or in retail point-of-sale display cards for use within those locations without indicating that it is a certification mark.
- 8.7 When reproduced by you the MCS Mark shall be grayscale or use the colours stated in the Brand Guidelines.
- 8.8 Before you use the MCS Mark in any form not covered by the Brand Guidelines issued, you shall submit to us for approval a copy of the proposed use along with details of the colour, size, location and accompanying text.
- 8.9 You must not: amend or change content and style of the MCS Mark in any way; use the MCS Mark in isolation; enlarge or reduce the MCS Mark unless this is done uniformly and its legibility is maintained.
- 8.10 Any misuse of the MCS Mark by you may be investigated by us or Gemserv Limited and could lead to your scheme certification being suspended, your exclusion from the MCS Scheme, publication of your transgression and/or legal action.
- 8.11 You will not at any time: claim or represent or do any act which might indicate that you have any right, title or interest in ownership or to use of the MCS Mark other than as permitted by this agreement; nor will you apply anywhere in the world to register any trade or certification mark identical to or so nearly resembling the MCS Mark as to be likely to deceive or cause confusion.
- 8.12 We reserve the right to withdraw, substitute or add to the MCS Mark if it can no longer be used or if we, Gemserv Limited or the Secretary of State, in their sole discretion, determine such withdrawal, substitution or addition will be beneficial to the MCS 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.
- 8.13 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 MCS Mark of which you become aware.
- 8.14 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. These are set out on the website at www.microgenerationcertification.org

- 8.15 We may terminate this Agreement by immediate notice in writing to you and without being liable to you for payment of compensation if:
- 8.15.1 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;
 - 8.15.2 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;
 - 8.15.3 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;
 - 8.15.4 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
 - 8.15.5 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;
 - 8.15.6 you cease or threaten to cease to carry on business;
 - 8.15.7 you challenge the validity of the MCS Mark;
 - 8.15.8 we, for any reason, cease to have the right to grant licences in respect of the MCS Mark;
 - 8.15.9 we give you not less than three months written notice.
- 8.16 Upon the termination of this agreement you shall cease to use the MCS 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 MCS Mark.
- 8.17 We are required by Gemserv Limited 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 or representatives of Gemserv Limited access to your business premises at reasonable times and upon reasonable notice having been given.

9. Rules Relating to Self-Certification under the Building Regulations (England and Wales)

- 9.1 NAPIT's authorisation under the Building Regulations 2010 allows members who are approved to install microgeneration equipment to self-certify compliance with the Building Regulations for that installation in England and Wales. This means that instead of the requirement for informing a Building Control Body (usually the local authority) prior to the work commencing, the requirements can be met by notifying NAPIT of the installation. On receipt of the notification NAPIT automatically update the local authority and issue a Building Regulations Compliance Certificate to you or your customer.
- 9.2 Building Regulations notification is entirely separate from the notifications made to the MCS Installation Database (Gemserv) which is used to enable customers to become eligible for the feed-in-tariff and/or renewable heat incentive. Submission of the work details to the MCS Installation Database is a requirement of the MCS Standards which must be carried out.
- 9.3 Notifications on the system must be made within 21 days of the installation date. There is a statutory limit of 30 days in the Building Regulations and a failure by the member to notify within 21 days would mean that NAPIT could not guarantee that this statutory requirement would be met.
- 9.4 Information submitted on the system must be accurate regarding the location and nature of work being notified and the customer details submitted.
- 9.5 The system is based on the purchase of credits in advance of notification and you will not be able to complete notifications if you are not in credit.
- 9.6 It is your responsibility to ensure that you only notify microgeneration work that is included on your Certificate of Approval under the NAPIT Microgeneration Certification Scheme.
- 9.7 The notification system makes reference to the Work Quality Guarantee Scheme; this does not currently apply to Microgeneration installations.

Microgeneration Certification Scheme