

# Rules for certification of Installers of Energy Efficiency Measures (including Green Deal)



## Introduction

NAPIT Certification Limited operates the Energy Efficiency Measures (EEM) Installer Scheme under license. The main scheme requirements are documented in the scheme standard PAS 2030:2012 “Improving the energy efficiency of existing buildings – specification for installation process, process management and service provision”. The scope of the scheme covers the installation of EEM in existing buildings for both dwelling and non-dwelling purposes. Certification is available to any entity undertaking EEM installation but particularly where the products and systems are to be installed within the remit of the UK Green Deal Financing Mechanism. For installations funded under the Green Deal the PAS should be complied with in conjunction with the relevant sections of the Green Deal Code of Practice. There are 26 specific EEM types which can be applied for in any combination and the requirements for each are described individually in Annexes A-Z of PAS 2030:2012. The current version of PAS 2030:2012 can be purchased from BSI.

## 1. Application for certification

- 1.1 Application for certification must be made by submitting a fully completed and signed application form EEM/FOR/0010. Applications for any extensions to scope must be made on form EEM/FOR/0011. In signing the application form the company enters into an Agreement as detailed in this document.
- 1.2 NAPIT will issue a quotation for assessment based on the information provided on the application form, fees must be paid prior to the commencement of assessment. Where additional assessment effort is required (see 2.4) a further quotation will be issued. Quotations will be based on NAPIT's published fee rates indicated on the fee sheet EEM/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 PAS 2031:2012.
- 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 as appropriate to the measure being installed.
- 2.3 The duration of assessments will depend on the number of EEM types 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 certificate, but this recommendation is always subject to independent review and a certification decision.

## 3. Certification & Listing

- 3.1 Certification will be demonstrated by the issue of a NAPIT certificate indicating the scope of approval and the expiry date of the certification.
- 3.2 Listing will be on the NAPIT website [www.napit.org.uk](http://www.napit.org.uk) in all cases and where appropriate NAPIT will provide details to the Green Deal Oversight Body to enable listing by that organisation.

## 4. Maintaining Certification

- 4.1 Continuing certification is subject to satisfactory surveillance assessments which are conducted in accordance with the standard PAS 2031:2012.

Energy Efficiency Installer Scheme (including Green Deal)

- 4.2 Installation processes shall be assessed annually (intervals not exceeding 16 months) and installations shall be reviewed on the basis of 1% per annum (minimum of 1) of the installer's installations representative of the scope of certification, ensuring that each EEM type is evaluated at least once in any three-year period.
- 4.3 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 where applicable the Green Deal Quality Mark, 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.

## **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. If applicable, you will be permitted to use the Green Deal Quality Mark 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.

# Energy Efficiency Installer Scheme (including Green Deal)

- 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. Where applicable, for the operation of the Green Deal Scheme NAPIT will share your details with the Green Deal Oversight Body. NAPIT Certification Ltd will share your data within the NAPIT Group of companies.

## **8. Green Deal Approved Installer Status**

- 8.1 This clause applies only to those certificate holders seeking to carry out EEM under the Green Deal Financing Mechanism.
- 8.2 In signing the application and/or renewal form(s) the named installation company undertakes to comply with the relevant sections of the Green Deal Code of Practice (the main body of the Code and Annex C).
- 8.3 Following certification, the license covering the use of the Green Deal Quality Mark will be issued by the Green Deal Oversight Body in accordance with section 6 of the Green Deal Code of Practice.
- 8.4 You must not use any other logo or mark that could imply approved status under the Green Deal and claims of conformity must adhere to clause 7 of PAS 2030:2012 and the Green Deal Code of Practice.

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

- 9.1 NAPIT's authorisation under the Building Regulations 2010 allows a member to self-certify compliance with the Building Regulations in England and Wales for EEM types for which the member is approved and NAPIT is authorised (as covered in Schedule 3 of the Building Regulations). 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 information issued for the Green Deal.
- 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 EEM work that is included on your Certificate of Approval and covered by NAPIT's authorisation in Schedule 3 of the Building Regulations.
- 9.7 The notification system makes reference to the Work Quality Guarantee Scheme; this does not currently apply to EEM types Annex U, V, W, X, Y or Z (microgeneration technologies).