

# Installers Quality Charter

## Draft for Consultation, 22 Feb. 06

(This document has been informed by the Renewable Energy Association's Renewable Energy Assurance Scheme Code of Practice.)

### **PART A: INTRODUCTION**

#### **1. Aims**

1.1. To maintain and enhance consumers' confidence in renewable energy technologies, as well as the standing and reputation of the associated industry, and thereby encourage the growth and development of the renewable energy market in the Republic of Ireland.

1.2. To ensure that customers receive the best possible service from Members by requiring assurances in respect of design, materials, components, installation, and service work supplied or undertaken.

1.3. To ensure that standards of competitive trading between Members shall serve the public interest and the well being of the industry.

1.4. To ensure that codes of ethical practice are adhered to by Members in terms of advertising, sale and customer complaints handling, so as to enhance the reputation of the industry.

1.5 The principles set out in this Code are not intended to qualify, interpret or supplant the law of the land. The member shall comply with all legal obligations under relevant Irish consumer and commercial Law.

#### **2. How to become a member**

##### ***Training and Experience***

The member must have the skills and know-how required to install correctly (certain) renewable energy systems. The member must be able to demonstrate to SEI and his/her customer that:

- he/she has received a minimum amount of technology specific training, provided either by the supplier/manufacturer of that technology or by a recognised training provider;

- he/she has acquired and can demonstrate a minimum level of practical experience.

### ***Tax Clearance and Insurance***

The member should be properly insured against important risks associated with the works carried out. To become a member, the member must provide SEI with a tax clearance certificate.

## **3. Definitions and Abbreviations**

3.1. Hereafter, the Installers Quality Charter is abbreviated to the Charter, the Code of Ethical Practice is abbreviated to the Code, Sustainable Energy Ireland is shortened to SEI and current installers bound by the terms of the Charter are referred to as Members.

3.2. In this Code, a customer is any purchaser of goods and/or services who is acting for purposes that are outside his or her trade, profession or business.

## **PART B: Code of Ethical Practice**

### **4. Advertising and Sales Promotion**

4.1 Members must comply with the Irish Code of Advertising Practice and accepted codes of Irish Sales Promotion Practice. The attention of Members is drawn to statutory requirements of the Consumer Protection Legislation.

4.2 Members must not unfairly attack or discredit, other members, alternative products, advertisers or advertisements directly or by implication. It is prohibited for members to make counter publicity against other members and competing products and services or refer to any confidential information about other members. To do so shall be deemed to have brought the industry into disrepute.

4.3 The basis of any claim in an advertisement must be clearly stated or be made available in writing upon request to the Member. When standard test methods have been used such as applicable Irish, European or other national standards applicable to relevant technologies, these must be used and quoted or otherwise the test method must be made available upon request and detailed in the English language.

## **5. The Sale**

5.1. Where Members use sales personnel, they must ensure that their sales personnel undergo adequate training and insist that misleading titles are not used by representatives who do not have the appropriate qualifications or experience, claimed or implied. Sales personnel shall produce evidence of identification upon request. Members shall ensure that their sales personnel treat the customer with courtesy and respect at all times.

5.2. Members and their sales personnel shall not knowingly or recklessly disseminate false or misleading information concerning their company or the product, service or facilities being offered, and shall use all proper care to avoid doing so inadvertently. Members and their sales personnel shall not make any statement which, directly or by implication, omission or ambiguity is likely to mislead the customer.

## **6. Sizing, Quotation and Contract**

6.1. Prior to the preparation of an estimate, quotation or contract document for the installation, repair or servicing of a renewable energy system, an adequate survey of the customers requirements must be carried out.

6.2. Members must ensure that the selection of the appropriate renewable energy solution, the design and sizing of the system is carried out by themselves or on their behalf in accordance with national and European standards, good technical practice, and the customers own specifications.

6.3. Wherever possible, a firm written quotation or contract should be made prior to any financial commitment by the customer, but if this is not possible it must be made clear that the figures given are only an estimate.

6.4. The written estimate, quotation or contract for the installation, repair or servicing of a renewable energy system must include the following:

- a) A breakdown of the costs to be incurred by the customer, including any building and preparatory work.
- b) The delivery schedule, together with the estimated completion date.
- c) The terms and conditions of business, including guarantees etc.
- d) The Member's acceptance of full responsibility for all marketing claims, goods and services, even though all or part of the work may be contracted out.
- e) A fifteen day "cooling-off" period during which the customer may cancel the contract with no penalty or similar drawback.

6.5. Any contracts used by Members for the purchase and/or installation of a renewable energy system or components must contain notice indicating the right of the consumer to cancel in writing within the fifteen-day cooling off period from the date on which the consumer signed the contract. The contract must indicate how that right is exercisable and the name and address to whom cancellation may be given.

6.6 The contract must state that there will be no penalty or any similar drawback should the consumer exercise the right to cancel within the cooling-off period. Members must accept cancellation given in accordance with the rights given to consumers in the proceeding paragraphs or be deemed to have brought the association into disrepute.

6.7. The contract must clearly state the penalties or similar drawbacks should the consumer wish to cancel after the cooling-off period. Where the technology in question is subject to a government grant, failure to procure such a grant is considered legitimate grounds for termination of the contract. There should be no penalty associated with this termination.

6.8. A contract for the on going service of a renewable energy system between a Member and a consumer must be in terms that are clear and reasonable (particularly as to cost and the termination of any service agreement by the consumer).

6.9. The contract must clearly state if any labour warranty is given, or is not given, for any material defects in the installation, design, parts or work contracted for.

## **PART C: Installation**

### **7. Before Installation**

7.1. Where applicable, the Member shall advise the customer that necessary planning permission or any other authorisation be obtained by the customer from the local authority. In case of doubt, the member should advise the customer to consult the local authority on this issue.

7.2. Before any installation work is commenced the Member must have obtained customer approval concerning the proposed location of the renewable energy system and its components, and any alterations to existing services.

7.3. Members are required to assume responsibility for informing the customer against the possibility of damage being caused, by their installers (including sub-

contract labour) in the course of carrying out installation works, to the property or person of the customer or third party.

## **8. During Installation**

8.1. The Member must ensure that all installation works are carried out in accordance with recognised good practice, relevant national and European norms and regulations, as well as the instructions of the manufacturers of equipment they use.

8.2. Where relevant, the Member must use components of renewable energy systems that are approved for quality by SEI and meet the minimum quality and performance standards set by SEI. Use of such approved components is a condition for obtaining any relevant grant for the renewable energy system installed.

8.3. The Members must at all time ensure that the rules of health and safety legislation are observed before, during and after installation.

## **9. After Installation**

9.1. Immediately upon completion of the installation, the Member's or his/her representative should commission it in the presence of the customer, unless a delay is mutually agreed for some special reason.

9.2. The member must follow as a minimum the commissioning checklist defined by SEI for the relevant renewable energy systems. This checklist must also allow verification that the manufacturer's instructions for installation have been respected.

9.3. A copy of the commissioning checklist, based on the relevant checklist published by SEI, must be handed over to the customer and presented as evidence of installation completion. This form will be submitted to SEI as part of the grant payment process. The signed commissioning checklist is part of the documentation of warranties supplied to the client.

9.4. Upon completion of the work, the Member shall hand over to the customer all guarantees and warranties, operating and maintenance instructions, the signed commissioning checklist, and a complete description of the renewable energy systems as appropriate.

## **10. Service and Repair**

10.1. This section specifically refers to work carried out to an existing renewable energy system, irrespective of any guarantee conditions. All charges, where applicable, and terms of payment must be agreed between the customer and Member before work is carried out.

10.2. For every service visit the Member shall furnish the customer with a checklist containing the items serviced, a signed and dated copy of which should be offered to the customer.

10.3. When major repairs are required, a firm quotation of the costs involved ought to be provided. Where this is not possible, it should be made clear to the customer that an estimate is being made. If, during the progress of any work, it appears that the initial estimate will be exceeded by a significant amount, the customer must be notified and asked for permission to continue with the work.

10.4. While a Member's contractual responsibility is limited to the exact terms of the customer's instructions, the Member must advise the customer of any defects, which become apparent while the work is being carried out.

## **PART D: Other Issues**

### **11. Customer Complaints**

11.1 A customer may expect that a supply of goods and services, in connection with a renewable energy system supplied by a Member, will in all respects perform as specified.

11.2. The efficient and just handling of a customer's complaint is essential to the well being of the individual Member and the industry as a whole. The implementation of the foregoing Quality Charter will ensure that the number of complaints is minimised.

11.3. Complaints received from customers must be investigated promptly and in any event within 28 days by the Member to assess their validity and if substantiated they must be settled quickly, efficiently and courteously. If it is considered that the customer does not have a justifiable complaint it must be explained politely why this is the case.

11.4 The customer should be advised to contact the Office of the Director of Consumer Affairs or other recognised bodies that may also be prepared to help.

Members are required to offer maximum co-operation with local consumer advisers or any other intermediary consulted by the customer. The consumer is invited to contact SEI in the event of such dispute escalation.

11.5. A Member will always agree to identify himself or his subcontractor or representatives to the consumer. This will enable the customer to complain, if they so wish, about any perceived breaches of the Quality Charter.

11.6. SEI has the right to investigate the circumstances of the complaint and any possible breaches of the Quality Charter, with both the customer and Member in order to formulate an acceptable solution or assessment of the dispute.

11.7. After considering the relevant evidence, reports and documents (including any papers from the customer), SEI will consider whether the evidence warrants the invocation of a penalty as set out in the next section.

## **12. Enforcement of the Quality Charter**

12.1. It is a condition of the Charter that the Charter is accepted in its entirety. The Penalties, which may be imposed by SEI in the event of a proven infringement of the Charter, are a private warning letter, public reprimand, or in the worst-case removal from the list. Further, withdrawal of certain additional services such as forwarding of correspondence, use of SEI's Quality Charter logo and promotion of member's details may be imposed.

## **13. General Points , Compliance and Confidentiality**

13.1. Members shall at all times comply with the spirit and rules of the Charter and the associated code of ethical best practice.

13.2. Members may renounce the Charter at any time in writing to SEI but doing so will result in their removal from the list. They would no longer be able to use any relevant logos or other benefits of the Charter such as advertising. SEI will have the right to inform, at its own discretion, members customers or other bodies of the members withdrawal from the Charter.

## **14. Monitoring**

14.1. SEI may deem it necessary to engage in occasional monitoring activities to observe the compliance by Members with this Charter . Monitoring may but is not limited to, take the form of mystery shopping exercises, inspections, and independent compliance audits.

## **15. Customer Obligations and Non Liability of SEI**

15.1. Customers should be made aware that they have a responsibility to act in a reasonable manner and cooperate fully with Members. In order to obtain the maximum benefit from a purchase, the customer should ensure the system or components are maintained according to the supplier's instructions and that they provide as much information as possible to anyone servicing the equipment.

15.2. The customer should be aware that the installation standards are in accordance with applicable Irish, European or other national standards and members have agreed to these before they are allowed to sign the Quality Charter.

15.3. Any installations carried out by Members are NOT guaranteed by SEI in any way, nor is SEI liable for any problems associated with the installation and the operation of the renewable energy system concerned.

## **16. Important Notice**

THIS CHARTER IS NOT, AND IS NOT INTENDED TO BE, AN EXHAUSTIVE STATEMENT OF THE LAW AND SHOULD NOT BE RELIED UPON BY MEMBERS AND CUSTOMERS AS SUCH A STATEMENT

THE CHARTER SUPPLEMENTS THE MEMBERS LEGAL REQUIREMENTS. MEMBERS AND CUSTOMERS MUST OBTAIN THEIR OWN ADVICE FROM LEGAL ADVISERS OR, WHERE APPROPRIATE THE APPLICABLE REGULATORY BODIES.

THIS CHARTER IS STRICTLY DRAFT ONLY.