

MCSCERTIFIED.COM

Customer Commitment



About MCS and this Customer Commitment

MCS is the UK's quality mark for small-scale renewable energy technologies like solar PV, solar heating, heat pumps, biomass, and battery storage. We have two main roles – setting and maintaining standards and providing consumer protection.

We set the standards you should always expect from an MCS certified Installer and the products they use. We back this with a clear 'Customer Commitment' that all our MCS certified Installers need to follow. Because, at our heart we're here to support you – providing protection and peace-of-mind as you make the switch to 'home-grown energy'.

This Customer Commitment is designed to safeguard customers and to make sure that you are protected from unfair, deceptive and harmful practices. It sets out the rights of any customer receiving advice, quotes, installations, products, services, or other work carried out by an MCS certified Installer relating to an MCS certified installation. It tells you what you should be advised of and what you should be checking when choosing your renewable technology and who installs it for you.

MCS certified Installers must follow this Customer Commitment and all relevant MCS Standards. MCS will regularly check that Installers are complying with their requirements, are financially stable, well-resourced and are protecting customers.

MCS certified Installers must also comply with all relevant, current consumer protection legislation. This means that as well as making sure that your new renewable technology products are MCS certified, they must also make sure that they're of good quality (e.g. free from damage), fit for purpose (e.g. suitable for your property) and as described.

This Customer Commitment is written for domestic customers where there is a direct contract between an MCS certified Installer and a customer. Where there is a contract between an MCS certified Installer and an organisation, please also refer to the commercial guidance at the end of this document.



You can have confidence that an MCS certified Installer will:

1. Be trustworthy – this means that they will:

- a. Follow this Customer Commitment and give you a copy of it before you commit to anything.
- b. Comply with MCS standards for the technology that they are MCS certified for.
- c. Clearly define your requirements in any quotes, orders or contracts.
- d. Manage your installation safely.
- e. Make sure that they've got the right resource and capability to deliver the installation.
- f. Tell you how long the installation will take and agree a timeline with you.
- g. Let you know if there are any delays.
- h. Complete the installation as set out in their contract with you.

2. Be responsible – this means that they will:

- a. Be responsive and approachable.
- b. Treat you fairly and with respect.
- c. Take extra care if you are vulnerable.
- d. Not pressure you to sign orders or contracts with them or with any third parties that they work with.
- e. Not make any misleading claims in their sales or marketing activities, for example, they must not use a headline price in their marketing that misleads you about the likely cost.
- f. Make sure that any subcontractors that will carry out work at your home (e.g. scaffolding) are competent and have appropriate insurance.
- g. Keep your installation records for at least six years.
- h. Protect your personal information and tell you how this will be shared. This will include your Installer giving your name, address and contact details to MCS so that we can check how your installation has gone.
- i. Take care whilst working at your property and consider any reasonable special requirements. They will advise you in advance if this is not possible.
- j. Uphold a duty of care to you and if a serious fault arises, there is a danger to life or an emergency, they will prioritise your case, attempt to put it right as soon as possible and provide a temporary solution if appropriate.
- k. Put right any defects or damage caused as a result of the installation work within a reasonable time.
- l. Clean up properly, disposing of waste responsibly including recycling where possible.

3. Communicate well – this means that they will:

- a. Clearly state who they are and what they do.
- b. Tell you who any subcontractors are that will carry out work at your home. They must also explain their relationship with any subcontractors and how they'll be involved in your installation.
- c. Provide you with clear, accurate and understandable information about products and services.
- d. Communicate clearly without using jargon or complicated language.
- e. Explain what MCS is, and what the benefits of using an MCS certified Installer are.
- f. Inform you of all permissions, approvals and licenses needed before you sign a contract.
- g. Explain what must be notified under building regulations, and who is responsible for doing this.
- h. Tell you what will happen, when it will happen and who will be doing it.
- i. Tell you what access is needed and agree this with you.
- j. Keep you updated about progress before, during and after the completion of your installation.
- k. Let you know if the new installation might make any existing warranty you have invalid (e.g. a roof warranty if you are having solar panels installed). If so, they must tell you in writing and get your written permission before going ahead.

4. Contract with clarity – this means that they will:

- a. Provide you with a clear and detailed written quotation.
- b. Provide you with terms and conditions that are clear, fair and easy to understand.
- c. Inform you of any additional work needed and what the cost for this is, at the quotation stage.
- d. Provide clear, fair and transparent pricing and contracts, with no hidden costs or penalties.
- e. Explain how a grant or incentive you qualify for (if applicable) is applied to the cost of your installation.
- f. Ensure that if a deposit is taken, it is reasonable, justified and part of an agreed payment schedule.
- g. Tell you how your deposit is protected.
- h. Provide clear contract documents that highlight what the Installer will and will not be responsible for.
- i. Provide you with realistic estimates showing how your system is likely to perform, before you enter a contract and ensure that these estimates are truthful, accurate and complete.

- j. Make you aware that you shouldn't sign a contract based on specific energy prices (tariffs) because tariffs can vary by energy supplier and can change, meaning that these costs can go up or down.
- k. Clearly state the product details in the contract. This includes the make, model number, power rating (where applicable) and storage capacity (where applicable).
- l. Advise you of estimated delivery and installation dates.
- m. Inform you of any changes to the contract from what was given before the detailed design. Where this happens, they must give you a written variation to the contract. If the change is significant, you must then be given the choice to continue with the new contract, or be able to cancel without further cost, obligation, or liability and to receive a refund of any deposit or pre-payment that you have made. This could include changes to product specifications, design, cost, system performance estimates and timescales.
- n. Inform you promptly of any additional work that arises due to unforeseen circumstances and explain how this will impact on costs and timescales. You will be given a variation to contract and the opportunity to cancel, subject to the terms of the contract.
- o. Explain your cancellation rights, including when you have the right to have your deposit returned.

5. Handover – this means making sure that you understand your new system and that they will:

- a. Give you a demonstration on how the system works and explain what the key parts are.
- b. Show you how to set it up and how to use it.
- c. Agree with you the most effective way to control the system based on your specific needs and priorities.
- d. Check that you are happy with the completed installation.
- e. Agree a date with you if any further works are needed.
- f. Provide you with a handover pack once the installation is complete. As a minimum it will contain:
 - List of key parts.
 - Health and Safety guidance.
 - Recommended servicing and maintenance schedule.
 - Manufacturer's instruction manual(s).
 - All relevant guarantees and warranties.
- g. Tell you what any financial protections (including guarantees and warranties) cover and explain the protections that they offer and your right to refuse them.

- h. Tell you if you need to do anything to validate or maintain the guarantees and/or warranties. They'll also help you understand how to avoid anything that might invalidate them.
- i. Tell you if there will be any ongoing checks or monitoring of the installation.
- j. Tell you what to do and how to contact them, if anything goes wrong or you need help with your installation.
- k. Give you the following documents within 30 calendar days of the completion of your installation:
 - MCS certificate.
 - Building Regulations compliance certificates (if needed).
 - Proof of notification/approval to the electricity network provider (DNO) (if needed).

6. Handle complaints well – this means that they will:

- a. Give clear information on how to contact them with any questions, concerns, or complaints.
- b. Take responsibility for any issues with the installation and work with you to fix them quickly.
- c. Acknowledge a complaint within two working days and respond effectively.
- d. Signpost you to the MCS complaints process if you're unhappy with the outcome of your complaint.
- e. Take part in Alternative Dispute Resolution (ADR) with our provider, if a resolution that you both agree on, can't be reached through the MCS complaints process.
- f. Use your feedback to improve how they do things in the future.

Your responsibilities as the customer

We ask that you:

- **Check all information:** don't agree to an installation based only on financial benefits or a particular energy price or tariff, as these can change.
- **Get permissions:** make sure you have all necessary permissions, like building regulations or planning permission.
- **Consider advice:** think about getting independent advice before making a purchase.
- **Check contracts:** make sure you read your contract carefully and before signing, ask any questions if you are unsure. Your contract should reflect what you and your installer have agreed to and should always include:
 - Reference that you'll get an MCS certificate.
 - Clear pricing, with no hidden costs or penalties.
 - Information on any deposit required, and that it is reasonable and justified.
 - Information on the equipment details and the installation dates.
 - Clear cancellation rights.
- **Keep a signed contract:** make sure you have a signed contract before work starts and keep this somewhere safe.
- **Communicate early:** talk to your Installer as soon as possible if you have questions or concerns.
- **Provide access:** Give access to your property and inform them of any special requirements. Follow requests from the Installer about what access they require e.g. keeping pets, small children away from the work, making sure the Installer knows where to park and that they have access to a toilet etc.
- **Give accurate information:** provide true information about how many people live in the property, what insulation you have, whether you plan any future home improvements and how you are likely to use energy. Your Installer needs this information to make sure that the options they offer you meet your needs.
- **Take care of goods:** if agreed, keep the delivered goods safe and undamaged.
- **Keep documentation:** keep installation documents for the system's lifetime.
- **Follow handover guidance:** follow the handover advice for maintenance and support.

- **Be respectful:** be on time for appointments and treat the Installer and their workers with respect.
- **Pay on time:** pay according to the contract terms.
- **Report complaints:** inform your Installer of any complaints first before using the MCS complaints process if you aren't satisfied.
- **Allow assessments:** let MCS or the Installer's Certification Body assess your installation if requested and be prepared to give feedback on your experience.



Protecting customers and 'end users' in commercial contracting arrangements

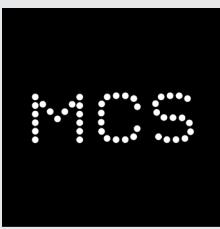
There are several installation scenarios where a commercial contract is in place between an MCS certified Installer and an organisation. MCS certified Installers, operating under commercial contracts, must comply with all relevant and current legislation, including the Sale of Goods Act 1979 and the General Data Protection Regulation (GDPR).

Regardless of the contracting arrangement, Installers should still protect their customers (the organisation holding the contract) and associated end users of an MCS certified installation. This can be achieved by aligning to the six overarching principles in this Customer Commitment.

Over and above that, an MCS certified Installer completing installations under a commercial contract will:

- a. Fulfil the terms of the commercial contract and where relevant also issue a zero/nominal value contract to the resident.
- b. Outline if they'll use subcontractors or other third parties to deliver the terms of the contract.
- c. If site(s)/properties that they are working on/in have residents, they will treat them fairly and with respect.
- d. Take extra care if the contract they have with you means they are likely to be in contact with people who may be considered vulnerable whilst working at the site.
- e. Keep all installation records for at least six years from the end of the last company financial year they relate to, or longer if outlined in the contract.
- f. Work in line with your agreed schedule and let any residents at the site(s)/properties know what will happen, when, and who will be doing it (if applicable).
- g. Tell you what access they will need to the site or property if these arrangements are not already covered by the contract or associated documents. They'll work with you to align with project schedules and access availability.
- h. Make it clear whether prices are inclusive of VAT, funding or grants and be transparent about if there will be any additional costs to any residents (if applicable).
- i. Provide you with a system performance estimate for each site/property, defined by the relevant Pre-sale Information and System Performance Estimate Standard.
- j. Check that you are happy with the completed installation, supporting with any inspections you require as outlined in the contract.
- k. Identify whether any remedial works are needed and if so, they will either let you know what is needed and when it will be completed by or comply with your snagging/installation acceptance processes.
- l. Provide you with a handover for each property that is covered by the commercial contract. This includes offering post installation guidance outlining how the system works and how to use it in the most efficient way based on when either you or your residents/end users are likely to use the most energy (where applicable).
- m. Ensure that the end user of the installation or property, is given a complete 'walk-through' of the system, explaining key parts and that they have a demonstration of (where applicable).
- n. Comply with their complaint's procedure, including acknowledging a complaint within two working days and responding effectively. They'll also extend this to support your residents/end users if they have a complaint.
- o. Let you know if at any time during your commercial relationship and contracting period if their MCS certification is suspended or withdrawn.





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First Floor, Violet 3
Sci-Tech Daresbury
Keckwick Lane
Daresbury
Cheshire
WA4 4AB

Customer Support Helpdesk: 0333 103 8130
hello@mcscertified.com

