**[Key:**

* **drafting notes** shown in yellow. All to be deleted before use of this template with specific customers.
* **optional/variant clauses** shown in green. Applicable clause to be retained, without highlighting. Non-applicable clause to be deleted before use of this template with specific customers.]

**Assignment of Rights Model Contract**

Version 1.0

**PART 1 – Contract Front Sheet**

**Contents of Contract**

Part 1 – Contract Front Sheet (including Important Information section)

Part 2 – Terms & Conditions

Part 3 – Proposal

Part 4 – Cancellation Forms

**Contract Front Sheet**

By signing this Contract Front Sheet you will be agreeing to all of the documents which are set out in the Contents of Contract section above, including the terms and conditions set out in Part 2, and all the information in Part 3. A summary of some of the key features of this "Assignment of Rights" Contract can be found in the Important Information section at the end of this Contract Front Sheet. Please read this and all other parts of the Contract very carefully before you sign below. An explanation of the meaning given to particular expressions used in this Contract can be found at the start of the detailed terms and conditions set out in Part 2.

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| **INVESTOR Name:** **(Referred to in this Contract as "We" or "Us")**  |  | **CUSTOMER Name:****Referred to in this Contract as "You"** |
| **INVESTOR Registered Address:****INVESTOR Company Number (if applicable):****INVESTOR URIR Number:****INVESTOR Contract Number:****INVESTOR Telephone Number:****INVESTOR Email:****Accepted by:****INVESTOR representative****---------------------------------------------(Print)****----------------------------------------------****(Sign)****----------------------------------------------****(Date)** | **INVESTOR Correspondence Address:** | **CUSTOMER Address:****CUSTOMER Telephone Number:****CUSTOMER Email:****CUSTOMER:****----------------------------------------------------(Print)****----------------------------------------------------****(Sign)****----------------------------------------------------****(Date)** |

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| **Important Information**This section highlights some of the key information you need to know about this Assignment of Rights Contract. Please read this section carefully as it contains important information about some of the risks you will be accepting by entering into this Contract. **What is the Domestic Renewable Heat Incentive (DRHI) Scheme?**The DRHI Scheme is a Government financial incentive to promote the use of renewable heat. Switching to heating systems that use eligible energy sources can help the UK reduce its carbon emissions and meet its renewable energy targets. People who buy a Renewable Heating System, join the scheme and comply with the scheme rules, receive payments (called DRHI Payments) every three months for 7 years, to assist in recovering some of the cost of the purchase and installation of the Renewable Heating System. **What does Assignment of Rights mean?**Assignment of Rights is a new financing option that has recently been introduced by the Government into the DRHI Scheme. Renewable Heating Systems can be expensive to install, but in the right properties DRHI Payments can make them an attractive investment. Assignment of Rights can help consumers access finance to overcome the upfront costs of such systems, making low cost or even free Renewable Heating Systems available to those consumers.Assignment of Rights allows a Registered Investor to help fund the purchase or installation of Renewable Heating Systems. Consumers would then apply to the DRHI Scheme and at the same time as that application is made, assign their rights to DRHI Payments to the Registered Investor. We are a Registered Investor so if you enter into this Contract with us, Assignment of Rights means that, in exchange for our funding of all or part of the cost of purchase and installation in your home of a Renewable Heating System, you apply to the DRHI Scheme for accreditation of that installation **and**, as part of the application process, assign the DRHI Payments to us by nominating us to receive them. You can find more information about how Assignments of Rights works in the DRHI Scheme at: <https://www.ofgem.gov.uk/publications-and-updates/essential-guide-assignment-rights>.**How is the DRHI Scheme administered and how does this Contract interact with the Scheme?**Ofgem[[1]](#footnote-2) administers the DRHI Scheme on behalf of the Government, and is responsible for ensuring that the DRHI Regulations are complied with and that public funds expended under the DRHI Scheme are protected. If you enter into this Assignment of Rights Contract with us, you must, in addition to complying with it, comply with the DRHI Scheme rules (the DRHI Regulations) (including any time limits specified in the DRHI Regulations) and any instructions (and any associated time limits) that Ofgem may give you. It is essential that you appreciate that you will be subject to legal rules from two separate sources – this Contract and the DRHI Regulations – and that you will be required to comply with both. The two should not conflict (though if you think that they are in conflict at any point then you should notify us and Ofgem immediately). It may be the case, however, that both we and Ofgem require you to take the same step but within different time limits, in which case you will need to take action within the shorter time limit, in order to ensure that you comply with both.Please note that it is Ofgem’s role to decide whether you have complied with the DRHI Regulations and, if not, whether any enforcement action should be taken by it under those Regulations. Ofgem (not we or you) decides those issues on the basis of whatever factors it thinks relevant and they are separate issues from the issue of whether or not you have complied with your obligations under this Contract (see clause 9.11 in Part 2 of this Contract).Ofgem publishes comprehensive information and guidance on the DRHI Scheme, which you can find here: <https://www.ofgem.gov.uk/environmental-programmes/domestic-rhi>.We strongly recommend that you read the Ofgem guidance and ask us or Ofgem any questions, or consult an independent expert if you prefer. In particular, we recommend that you read Ofgem’s Essential Guide for Applicants which explains the DRHI Scheme, which you can find here:<https://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-essential-guide-applicants>.**What are our obligations under this Assignment of Rights Contract?**Under this Contract, we agree to pay for all or part of the cost to supply and install a new Renewable Heating System in your Property. **DELETE AS APPLICABLE****What are your obligations under this Assignment of Rights Contract?**Our intention is that heat generated by this system will be eligible for subsidy payments (DRHI Payments) under the DRHI Scheme from Ofgem for 7 years and that you will apply to Ofgem to join the DRHI Scheme so that such payments can be made. By entering into this Contract, you agree permanently to assign (meaning transfer) to us the right to receive all of these DRHI Payments. This means that we will have the right to receive all of these DRHI Payments instead of you. Based on the Energy Performance Certificate (EPC), or the information you have given us about your Property and the number of people who live in it, we have estimated the total value of these DRHI Payments over the 7 year period in which they should be payable. This value will be set out in the Proposal at Part 3 of this Contract. We will also require you to pay us a sum for a proportion of the cost of the Renewable Heating System. If we do, the amount and details of the timescales in which this will need to be paid are set out in the Proposal at Part 3 of this Contract.**DELETE IF INAPPLICABLE**To ensure that we receive the DRHI Payments that we are expecting to receive (as estimated above), you will have to comply with the DRHI Scheme rules (as set out in the DRHI Regulations) in addition to this Contract. The DRHI Scheme rules include various obligations (known as Ongoing Obligations) which apply to Participants in the DRHI Scheme. See clause 9 in Part 2 of this Contract and the Ofgem guidance:<https://www.ofgem.gov.uk/environmental-programmes/domestic-rhi/participants/ongoing-obligations>.There are additional Ongoing Obligations if you enter into an Assignment of Rights contract which are set out here:<https://www.ofgem.gov.uk/publications-and-updates/essential-guide-assignment-rights>.The obligations under the DRHI Scheme rules and the obligations under this Contract will apply for the entire **7 year period** during which we expect to be entitled to receive DRHI Payments. **If you do not comply with these obligations, you may have to pay us compensation for DRHI Payments that we lose as a result.** See clause 15 in Part 2 of this Contract for more on this. Some of the main obligations to be aware of are set out below.* You will need to ensure that the Renewable Heating System remains in good working order and is covered by appropriate insurance. If at any time before the end of the 7 year period referred to above, the Renewable Heating System is lost or damaged, including by theft, then with certain limited exceptions, it may be your responsibility to ensure, using your own money, that a replacement system is supplied and installed. (See clauses 7 and 10 in Part 2 of this Contract for more details). If there are periods when the Renewable Heating System is treated as not being in good working order, and this is not our fault, you may have to pay us compensation for any DRHI Payments that we lose as a result.
* If you sell your home (including the Renewable Heating System) at any time before the end of the 7 year period referred to above, you will need to ensure that the new owner agrees to take on this Contract in place of you. If this does not happen, you may have to pay us compensation for future DRHI Payments that we lose as a result. See clause 12 in Part 2 of this Contract for more details.
* If at any time before the end of the 7 year period referred to above, the amount of time that you occupy your Property reduces below a certain level, this may mean that in order to comply with the DRHI Scheme rules you have to install metering for the Renewable Heating System. As a result, you may have to pay us compensation to reflect the cost of installing metering for the heating system, and, the value of any reduction in the level of DRHI Payments that we would otherwise have expected to receive. (See clause 11 in Part 2 of this Contract for more details). There are other situations where metering may also be required and, again, in such situations, you may have to pay us compensation.

**Our Consumer Code membership**We are a member of theRenewable Energy Consumer Code (RECC) Scheme, **OR** **[SELECT WHICH SCHEME APPLIES]** Home Insulation & Energy Systems Quality Assured Contractors Scheme (HIES). Details of this Scheme and the requirements that apply to members can be found at:RECC <https://www.recc.org.uk/>HIES <https://www.hiesscheme.org.uk/>Our RECC/HIES membership ID number is: |

**PART 2 – Terms & Conditions**

**MEANING OF CERTAIN WORDS USED IN THIS CONTRACT**

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| **DEFINED TERM** | **DEFINITION** |
| Applicant | A person who is an applicant for accreditation of a Renewable Heating System under the DRHI Scheme. |
| Authorisation Application | An application to Ofgem under regulation 23 of the DRHI Regulations relating to new metering arrangements which have been installed because there has been a change in circumstances of a kind that is specified in the DRHI Regulations and which triggers a requirement for metering. The application must contain details of the metering arrangements and (depending on the type of the Renewable Heating System and the positioning of the meters) evidence;(a) from the installer who installed or checked installation of the meters as to why the heat output from the Renewable Heating System that is accredited under DRHI Regulations cannot be metered separately from that of another heating system; or (b) that the accredited Renewable Heating System is a heat pump which can provide heating as well as cooling. The application must also contain any other information that Ofgem may request to enable it to consider the Authorisation Application. |
| Commissioned | In relation to the Renewable Heating System, means the completion of procedures and tests in line with current industry standards in order to demonstrate that it is capable of operating and generating heat. |
| Consumer Code | The [Renewable Energy Consumer Code] OR [Home Insulation & Energy Systems Quality Assured Contractors Scheme], being a scheme approved by the Chartered Trading Standards Institute under their Consumer Code’s Approval Scheme, of which we are a member. **[SELECT WHICH SCHEME APPLIES]** |
| Contract | This Assignment of Rights Contract, made-up of Part 1 (Contract Front Sheet), this Part 2 (Terms & Conditions), Part 3 (Proposal) and Part 4 (Cancellation Forms for “on” and “off” premises/distance sales), which is made between you, as a person wishing to have a Renewable Heating System installed at your Property, and us as the Investor who will be responsible for the supply and installation of the Renewable Heating System. |
| DRHI Scheme | The Domestic Renewable Heat Incentive Scheme. |
| DRHI Payments | Payments made by Ofgem as part of the DRHI Scheme as set out in regulation 26 of the DRHI Regulations. |
| DRHI Regulations | The Domestic Renewable Heat Incentive Regulations 2014, as amended from time to time or re-enacted. |
| DRHI Scheme rules | The requirements set out in the DRHI Regulations. |
| Distance contract | A contract concluded between a Registered Investor and a Customer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the Registered Investor and the Customer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded. |
| EPC | Energy Performance Certificate. A document that contains information about the energy efficiency of a property. It also contains information about the property's energy use, typical energy costs, and recommendations about how to reduce energy use.  |
| Investor | A person who provides funding in relation to all or part of the cost of the purchase or installation of a Renewable Heating System in return for DRHI Payments and enters into a contract with an Applicant or Participant in respect of such arrangement, or a person who intends to do so.  |
| MCS | The Microgeneration Certification Scheme. For further details, see: <https://www.microgenerationcertification.org/>. |
| MCS-certified Installer | An installer who is certified by an approved certification body and a member of the Microgeneration Certification Scheme (MCS). |
| Nominated Registered Investor | A Registered Investor who is assigned the rights to DRHI Payments by an Applicant who, on applying to the DRHI Scheme for accreditation of a Renewable Heating System, nominates the Registered Investor to receive the DRHI Payments payable in respect of that Renewable Heating System. |
| Off - premises contract | (a) A contract concluded in the simultaneous physical presence of the Registered Investor and the Customer, in a place which is not the business premises of the Registered Investor; or(b) a contract for which an offer was made to the Customer in the simultaneous physical presence of the Registered Investor and the Customer, in a place which is not the business premises of the Registered Investor; or(c) a contract concluded on the business premises of the Registered Investor or through any means of distance communication immediately after the Customer was personally and individually addressed in a place which is not the business premises of the Registered Investor in the simultaneous physical presence of the Registered Investor and the Customer; or(d) a contract concluded during an excursion organised by the Registered Investor with the aim or effect of promoting and selling goods or services to the Customer. |
| Ongoing Obligations | Ongoing Obligations for Participants are responsibilities that Participants have to carry out during the 7 year DRHI Scheme payment period as set out in Part 7 of the DRHI Regulations. You can find more information about Ongoing Obligations for the DRHI Scheme here: <https://www.ofgem.gov.uk/environmental-programmes/domestic-rhi/participants/ongoing-obligations>, and specifically in relation to Assignment of Rights here:<https://www.ofgem.gov.uk/publications-and-updates/essential-guide-assignment-rights>. |
| On-premises contract | A contract concluded between a Registered Investor and a Customer which is neither a distance contract nor an off-premises contract. |
| Participant | The owner of a Renewable Heating System that is accredited to the DRHI Scheme. You become a Participant when you apply successfully to Ofgem for your Renewable Heating System to be accredited to the DRHI Scheme.  |
| Property | The “eligible property” and any “related property” (as defined in both cases in the DRHI Regulations) that are owned and/or occupied by you and that are described in the Proposal as being the Property at which the Renewable Heating System is to be installed. (For further details see: <https://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-essential-guide-applicants>. |
| Proposal | The document set out at Part 3 of this Contract, including (amongst other matters) details of the Renewable Heating System that we have agreed to supply to you, the Property at which it is to be installed and a performance estimate for this heating system. |
| Registered Investor | An investor who has applied to and successfully registered with Ofgem by satisfying the requirements to become a Registered Investor set out in the DRHI Regulations. We are a Registered Investor. |
| Renewable Heating System | The Renewable Heating System which is (or is to be) installed at your Property. Subject to any changes that are agreed between us after entering into this Contract, this Renewable Heating System will be as described in the Proposal (see Part 3 of this Contract). |

1. CONTRACT START AND END DATES
	1. This Contract will take effect once both you and we have signed the Contract Front Sheet. Unless you choose to cancel this Contract by exercising your cancellation rights under clause 2 below, or unless it comes to an end early under any other clauses in this Contract, this Contract will continue to apply until the end of the 7 year period during which we expect DRHI Payments to be payable in respect of the Renewable Heating System. This is the period that will end 7 years after the date on which an application for accreditation of the Renewable Heating System under the DRHI Scheme is treated by Ofgem as having been properly submitted. (See clause 9.4 to 9.7 for details of your obligation to submit this application once the Renewable Heating System has been Commissioned).
2. YOUR CANCELLATION RIGHTS

**What are your cancellation rights?**

* 1. **[INCLUDE THIS CLAUSE IF YOU ARE ENTERING INTO A "DISTANCE"/"OFF PREMISES" CONTRACT AND DELETE THE OTHER CLAUSE 2.1]** If you change your mind after you have signed this Contract then you have the right to cancel the Contract during your cancellation period. The cancellation period starts on the first date that we have both signed this Contract and ends 14 days after all parts of the Renewable Heating System have been delivered to your Property. If you wish to exercise this cancellation right, just contact us by phone, email or post and let us know that you want to do so and, as long as the cancellation period has not expired, the Contract will come to an end and (if applicable) we will refund any payments you may have made to us. You can also exercise your cancellation rights using the model cancellation form attached to this Contract at Part 4.
	2. **[INCLUDE THIS CLAUSE IF YOU ARE ENTERING INTO AN "ON PREMISES" CONTRACT AND DELETE THE OTHER CLAUSE 2.1.** **AMEND CANCELLATION PERIOD TO 14 DAYS IF YOU ARE A MEMBER OF RECC AND 7 DAYS IF YOU ARE A MEMBER OF HIES]** If you change your mind after you have signed this Contract then you have the right to cancel the Contract during your cancellation period. The cancellation period starts on the first date that we have both signed this Contract and ends [14/7] days after this date. If you wish to exercise this cancellation right, just contact us by phone, email or post and let us know that you want to do so and, as long as the cancellation period has not expired, the Contract will come to an end and (if applicable) we will refund any payments you may have made to us. You can also exercise your cancellation rights using the model cancellation form attached to this Contract at Part 4.
	3. If you exercise the cancellation rights described at clause 2.1 after we have delivered all parts of the Renewable Heating System to your Property, you will be responsible for the cost of returning the Renewable Heating System to us in its original state. We will arrange to collect the Renewable Heating System from your Property if you ask us to, but we may charge you a reasonable fee for doing so. If you decide to return the Renewable Heating System yourself, you will be liable for any damage caused to the Renewable Heating System during transit.
	4. We will only carry out or instruct the carrying out of any installation services during the cancellation period if you ask us to do so by signing and giving to us a Request For Services During Cancellation Period form available on the website of our Consumer Code RECC/HIES. If you do ask us to get started during your cancellation period you will still have a right to cancel, but we can charge you for any services carried out under this Contract (for example installation services) up to the date you cancelled. You will also be responsible for the cost of returning the Renewable Heating System to us and (if applicable) the cost of removing the Renewable Heating System and returning your Property to its original state.
1. OUR MAIN OBLIGATIONS TO YOU
	1. Our main obligation under this Contract is to supply and install the Renewable Heating System in accordance with the Proposal (as set out at Part 3 of this Contract) and with the DRHI Scheme rules.
2. YOUR MAIN OBLIGATIONS TO US
	1. In return for our obligations under this Contract, your main obligation, instead of paying the full market "price" for the Renewable Heating System to us, is to make an irrevocable assignment to us (meaning a transfer to us which cannot be reversed) of all rights to receive DRHI Payments in relation to heat generated by the Renewable Heating System by nominating us for these purposes as the Nominated Registered Investor for the Renewable Heating System when you apply for accreditation to the DRHI Scheme. Linked to this assignment/nomination, there are a number of other obligations, as set out in other clauses of this Contract, that you will need to comply with to ensure that we are able to receive the DRHI Payments that we expect to receive under this Contract.

 **[OR –USE CLAUSE 4.1 BELOW IF THE CUSTOMER IS MAKING A PAYMENT FOR THE RENEWABLE HEATING SYSTEM AND DELETE CLAUSE 4.1 ABOVE. ONLY INCLUDE CLAUSE 4.2 IF USING CLAUSE 4.1 BELOW]**

* 1. In return for our obligations under this Contract, your main obligation, instead of paying the full market “price” of the Renewable Heating System to us, is to do the following:-

(a) to make an irrevocable assignment to us (meaning a permanent transfer to us which cannot be reversed) of all rights to receive DRHI Payments in relation to heat generated by the Renewable Heating System by nominating us for these purposes as the Nominated Registered Investor for the Renewable Heating System when you apply for accreditation to the DRHI Scheme. Linked to this assignment/nomination, there are a number of other obligations, as set out in other clauses of this Contract, that you will need to comply with to ensure that we are able to receive the DRHI Payments that we expect to receive under this Contract; and

(b) to pay us part of the full market “price”, this part payment being the amount specified in the Proposal (as set out in Part 3 of this Contract).

* 1. The relevant part payment that you must make to us (as referred to in clause 4.1 (b) above and specified in the Proposal) may need to be paid in a single instalment or in multiple instalments, depending on what is set out in the Proposal. Whether paid in a single instalment or in multiple instalments, the specific amount(s) that you need to pay to us and the time(s) at which the amount(s) in question need to be paid are as set out in the Proposal. If you fail to pay any relevant amount by the relevant time specified in the Proposal, we may give you a written reminder of the need to pay. If you have still not paid us the relevant amount within 14 days after receiving a written reminder from us, we may cancel this Contract by telling you that we wish to do so. In addition, if we have specified in the Proposal that any amount has to be paid to us before we proceed with the installation of the Renewable Heating System, we will not have any obligation to proceed with the installation until you have paid us the relevant amount.
1. INSTALLATION OF THE RENEWABLE HEATING SYSTEM

**MCS-certified Installer requirements**

* 1. Under the DRHI Scheme rules, the Renewable Heating System must be installed by an MCS-certified Installer who is also a member of a Consumer Code. We are an MCS-certified Installer and our MCS certification number is ………………… We will have responsibility for complying with all relevant MCS requirements, including Commissioning the Renewable Heating System, registering the installation on the MCS installation database and confirming that the installation is fully compliant with relevant MCS product and installation standards.

**[OR USE CLAUSE 5.1 BELOW IF YOU ARE ENGAGING AN MCS INTALLER AND DELETE CLAUSE 5.1 ABOVE]**

* 1. Under the DRHI Scheme rules, the Renewable Heating System must be installed by an MCS-certified Installer who is also a member of a Consumer Code. We are not an MCS-certified Installer ourselves, but will be engaging [or have engaged] an MCS-certified Installer as our sub-contractor to carry out the installation of the Renewable Heating System. The name of the MCS-certified Installer is ……………………………… and their Installer MCS certification number is ………………… Before any work on the installation starts, you will be required to enter into a direct contract with this MCS-certified Installer, setting out certain responsibilities that the MCS-certified Installer will have under the MCS Scheme. However, this will be a “zero/nominal value” contract, meaning that you will not be required to make any payment to the MCS-certified Installer other than a nominal sum such as £1 if requested. Entering into this separate, direct contract with the MCS-certified Installer will also not affect any of the responsibilities we accept under this Contract, including responsibility for ensuring that the MCS-certified Installer carries out the installation work using reasonable care and skill and that the installation is commissioned, registered on the MCS installation database, and is fully compliant with relevant MCS product and installation standards.

**Information & approvals required before installation**

* 1. We will advise you about the paperwork, approvals and permissions that you will need (such as the EPC, any planning and building consents and, if applicable, any consent from the local electricity grid company) but, apart from the EPC (see clause 5.4) and any necessary grid company consent, you must obtain all relevant approvals and permissions that are necessary before we start work on the installation of the Renewable Heating System. If we ask to see those approvals and permissions (and related drawings and/or specifications) you must make those available. We also advise you to carry out your own checks to ascertain whether any planning or building consents are required.
	2. Any consent documents obtained by us (or the MCS-certified Installer) in relation to the installation, such as necessary grid company consent (if applicable) will be forwarded to you, and you must send us any copies we request. Both we and you should keep copies of any consent/approval/permission obtained, no matter who obtained this.
	3. Should an EPC need to be obtained, we will obtain and pay for the certificate, but it will remain your property.
	4. If your Property is jointly owned, you must ensure that you have obtained the approval of all other owners to the installation of the Renewable Heating System under this Contract and that no other owner attempts to block us from having access to the Property where we have the right, under this Contract, to have access.

**Preparatory work required before installation**

* 1. You, or any contractor you employ, may need to carry out preparatory work to your Property before the installation described in the Proposal can start. If so, we will tell you about this in writing. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must be of the necessary quality for the installation. If this preparatory work is not finished before the agreed date on which the installation is due to start, then we will have the rights described in clauses 5.18 and 5.19 below.

**Other work beyond the installation of the Renewable Heating System**

* 1. Where the installation of the Renewable Heating System affects the rest of the heating system at your Property (for example if it requires the installation of additional, or different, radiators) then we will make it clear in the Proposal whose responsibility it is for carrying out this work, for paying for this work, and the timescale in which this work will need to be completed in line with the Proposal and our Consumer Code’s requirements to provide pre-contractual information.

**Delivery & ownership of the Renewable Heating System**

* 1. You will become the legal owner of the Renewable Heating System at the point that the installation in your Property is completed and you will remain the owner of it after this Contract has come to an end. From the point at which the Renewable Heating System is installed in your Property, we will therefore cease to have any ownership interest in it and will not have the right to repossess it for any reason. Until the Renewable Heating System is installed in your Property though, we will remain the owner of and will insure the Renewable Heating System. You must not attempt to sell it or do anything else that would be inconsistent with us being the owner of it, and not you.
	2. If the Renewable Heating System is delivered to your Property before installation begins, you must:-
		+ 1. maintain the Renewable Heating System in a satisfactory condition until installation work can begin; and
			2. not destroy, deface or obscure any identifying mark or packaging on or relating to the Renewable Heating System.
	3. If, when you receive the Renewable Heating System, you notice that it does not conform to the system we described in the Proposal, you must notify us in writing and, unless we agree at the time to provide you with an appropriate replacement Renewable Heating System, you will be entitled to cancel the Contract without charge by telling us that you wish to do so.
	4. If the Contract is cancelled for any reason after we have delivered the Renewable Heating System but before it has been installed in your Property:-
		+ 1. you must return the Renewable Heating System to us in its original state;
			2. for these purposes, we will arrange to collect the Renewable Heating System from your Property if you ask us to, but please note that if (and only if) the reason for cancellation of the Contract is a severe delay caused by you that is within your reasonable control (see clause 5.19 below) we may charge you a reasonable fee for collecting the Renewable Heating System from you;
			3. if you decide to return the Renewable Heating System yourself, you will be liable for any damage caused to the Renewable Heating System during transit;
			4. if you do not return the Renewable Heating System to us (including, if applicable, by making it available for collection by us), we may take legal proceedings to recover the Renewable Heating System or its value.

**What you need to provide during installation**

* 1. During the installation you must provide us, or the MCS-certified Installer, with the following free of any charge:-
		+ 1. water, washing facilities and toilets;
			2. electricity supply;
			3. adequate storage space;
			4. safe and easy access to your Property from the public highway; and
			5. easy access to the location within the Property where the installation is to take place by removing all necessary furniture/belongings.

**Installation timetable**

* 1. At the date you sign this Contract, the timetable that we have agreed with you for installation of the Renewable Heating System is the timetable which is set out in the Proposal. By signing this Contract, you will have indicated that you agree that we may proceed using that timetable.

**Delays caused by us**

* 1. We will make every effort to ensure that the work is completed within the agreed timetable. You must appreciate, however, that sometimes delays may occur for reasons beyond our reasonable control. We will not be responsible for delays due to reasons beyond our reasonable control (see clause 16 below), but will tell you about them as soon as possible and we will adjust the timetable accordingly.
	2. If significant or unreasonable delays are caused by us to the agreed installation timetable for reasons that are within our reasonable control, you will be entitled to recover compensation from us for any reasonably foreseeable costs or other loss that you reasonably incur as a result.
	3. If a severe delay to the agreed installation timetable is caused by us, then whether or not this is for reasons beyond our reasonable control, the following terms will apply:-
		+ 1. where the issue is a delay in the delivery of the Renewable Heating System described in the Proposal, we may offer you a different heating system of equivalent specification, value and quality, so long as it is MCS-certified and eligible for the DRHI Scheme. You can accept that offer, or wait for the products you ordered or choose to cancel the Contract;
			2. in any other case, you can simply choose to cancel the Contract by telling us that you wish to do so;
			3. if you cancel the Contract in these circumstances we will refund any payment you may have paid to us for the Renewable Heating System (if applicable); and
			4. where the delay leading to cancellation of the Contract is caused by reasons within our control, you may have a right under general law to recover compensation from us for any reasonably foreseeable costs or other loss that you reasonably incur as a result of the cancellation.

 **Delays caused by you**

* 1. You must make every effort to ensure that anything for which you are responsible (including making sure you give us access to your Property and complying with your obligations under other parts of clause 5 above) is done at or by a time that means installation work can happen in line with the agreed timetable. We appreciate, however, that sometimes delays may occur for reasons beyond your reasonable control. You will not be responsible to us for delays due to reasons beyond your reasonable control (see clause 16 below), but you must tell us about them as soon as possible so that we can then adjust the timetable accordingly.
	2. If significant or unreasonable delays are caused by you to the agreed installation timetable for reasons that are not beyond your reasonable control (see clause 16 below), and this causes us to incur extra costs, then we will be entitled to recover compensation from you in relation to these extra costs, calculated on the basis of the hourly and daily costs described in the Proposal.
	3. If a severe delay to the agreed installation timetable is caused by you, then, whether or not this is for reasons beyond your reasonable control, the following terms will apply:-
		+ 1. we will have the right to cancel the Contract by telling you that we wish to do so;
			2. if the Contract is cancelled in these circumstances, we will refund any payment you may have paid us for the Renewable Heating System (if applicable); and
			3. where the delay leading to cancellation of the Contract is caused by reasons within your control (see clause 16 below), we may have a right under the general law to recover compensation from you for any reasonably foreseeable costs or other loss that we reasonably incur as a result of the cancellation.

**Change of work**

* 1. If, after signing the Contract and before installation, you want to change aspects of the work set out in the Proposal, you must consult with us first. We may be able to accommodate your proposed changes, provided that:-
		+ 1. it is technically possible;
			2. we and/or the MCS-certified Installer have the necessary resources; and
			3. the necessary permissions are in place.
	2. If we agree to this change of work, we will adjust the Proposal accordingly and provide you with details of the adjusted Proposal. If you are happy to proceed on the basis of the adjusted Proposal, you must confirm this in writing within 14 days of us giving you the relevant details.

**Unexpected work**

* 1. In the course of carrying out installation work, we may discover that unexpected work needs doing in order to carry out and complete the installation of the Renewable Heating System (meaning work we could not reasonably have expected from our initial survey would need doing and that is not caused by circumstances within our reasonable control). If this happens:-
		+ 1. should we decide to proceed then we will tell you about it and explain what extra costs would be incurred if we were to proceed with the installation. These costs will be calculated according to the hourly or daily cost rates described in the Proposal;
			2. if you want us to proceed, then you will be responsible for paying us the extra costs we reasonably incur in doing the unexpected work; or
			3. if you do not want us to proceed, then you will have the right to cancel the Contract by telling us and you will get a refund of any payment made to us, if applicable.
1. INSTALLING AND COMMISSIONING THE RENEWABLE HEATING SYSTEM
	1. We will ensure the Renewable Heating System that we supply is of satisfactory quality, complies with MCS product standards, is fit for purpose and operates as we described it to you.
	2. We will also ensure that all work in planning, installing and Commissioning the Renewable Heating System is carried out in accordance with the following standards and DHRI Scheme eligibility requirements:-
		* 1. using reasonable care and skill;
			2. in accordance with the latest MCS installation standards; and
			3. in accordance with the requirements of the Consumer Code. We will also make sure that all our communications with you in relation to the Renewable Heating System are in compliance with the requirements of the Consumer Code.

**MCS Standards**

* 1. We will ensure that the Renewable Heating System that we install complies with the relevant MCS installation standards, which in this case are MCS 001 and MIS [***XXXX***], and is eligible for the DRHI Scheme.
	2. Once the Renewable Heating System has been installed, we will ensure that you are provided with copies of any guarantees, certificates and other relevant paperwork relating to the Renewable Heating System and installation. We will aim to give you these within 10 days after the Renewable Heating System has been Commissioned.
	3. We will ensure you are provided with copies of all of the documentation required as detailed in the appropriate MCS installation standards, which in this case are MCS 001 and MIS [XX***XX***]. This will include the certificate showing that the installation has been registered with the MCS installation database. We will aim to give you this within 10 days after the Renewable Heating System has been Commissioned. We will keep a copy of all paperwork provided to you.

Warranties

* 1. We will ensure you are issued with:-
		+ 1. manufacturers’ warranties, which cover the quality of the different elements of the Renewable Heating System as supplied by the manufacturers; and
			2. a workmanship warranty, which covers the skill and care with which the Renewable Heating System has been installed.
	2. All warranties will comply with Consumer Code requirements. We will explain the terms of the warranties to you both in writing and verbally.
	3. We will ensure that the workmanship warranty will be insurance-backed and honoured should we, or any MCS-certified Installer we may have subcontracted, fall into receivership, administration or bankruptcy during the term of the workmanship warranty.
	4. We will provide you with details of the insurance provider we use to cover workmanship warranties and you will receive a policy directly from them.

Damage caused by us and insurance

* 1. We will be responsible for rectifying, at our expense, any damage to the Renewable Heating System and/or your Property which is caused by us or our contractors when carrying out any work under this Contract. This will be set out in the workmanship warranty. We will also have appropriate insurance to cover potential liabilities or third-party damage. The insurance must be adequate to cover all liabilities which might reasonably be expected to arise and must not be less than two million pounds.

[OR DELETE ABOVE CLAUSE AND USE CLAUSE 6.10 BELOW IF YOU ARE ENGAGING AN MCS-CERTIFIED INSTALLER]

* 1. We will be responsible for rectifying, at our expense, any damage to the Renewable Heating System and/or your Property which is caused by us or our contractors when carrying out any work under this Contract. This will be set out in the workmanship warranty. We will also ensure that our contractors have appropriate insurance to cover potential liabilities or third-party damage. The insurance must be adequate to cover all liabilities which might reasonably be expected to arise and must not be less than two million pounds
1. KEEPING THE RENEWABLE HEATING SYSTEM IN GOOD WORKING ORDER
	1. With the exception of the scenarios described in clause 7.5 below, you must ensure that, once the Renewable Heating System has been installed in your Property and Commissioned, it is then kept in good working order for the rest of the period of this Contract (see clause 1 for a reminder of what this period will be). Specific things that you will therefore be responsible for include the following:-
		* 1. making sure that the Renewable Heating System is regularly checked and properly maintained in accordance with any manufacturer’s instructions and any other reasonable instructions we may have given you (but see clauses 7.2 and 7.4 below for more detail on maintenance arrangements and noting clause 9.11 below);
			2. making sure the Renewable Heating System is not disconnected from any electricity supply or any cold or hot water systems needed for the Renewable Heating System to work and provide heat (and/or hot water if applicable) to your Property; and
			3. complying with your obligations under other clauses in this Contract to tell us if the Renewable Heating System has stopped being in good working order (including if there is a fault with it or it has been damaged) and, depending on the circumstances, either to allow us to arrange for necessary repair/replacement work to be carried out at our cost or to arrange yourself for necessary repair/replacement to be carried out at your own cost (see for example your obligations under clauses 10.4 to 10.9 below to repair or replace the Renewable Heating System in certain circumstances where it is lost/stolen or damaged).

**Separate maintenance contract**

* 1. This Contract does not cover the provision of maintenance services for the Renewable Heating System. Given your obligations under this Contract to keep the Renewable Heating System in good working order (as set out in clause 7.1 above), it is a requirement of this Contract that, for the whole of the period between the date when the Renewable Heating System is first installed until this Contract comes to an end (see clause 1 above for a reminder of what this period will be) you have a separate contract in place for provision of maintenance services for the Renewable Heating System. For these purposes, you may choose to have a separate contract (or series of contracts) with us or with an organisation associated with us that we have nominated to you OR you may decide, at your discretion, to have a contract (or series of contracts) in place with a different organisation that you have selected yourself. Please see further information in the Proposal at Part 3 of this Contract.

**Separate contract for supply of biomass fuel if the renewable heating technology is biomass**

* 1. This Contract does not cover the supply of biomass fuel for the Renewable Heating System. However, it is a requirement of this Contract that, for the whole of the period between the date when the Renewable Heating System is first Commissioned until this Contract comes to an end (see clause 1 above for a reminder of what this period will be) you have a separate contract in place for the supply of appropriate biomass fuel (meaning biomass fuel that meets relevant requirements under the DRHI Scheme) for the Renewable Heating System. For these purposes, you may choose to have a separate contract (or series of contracts) with us or with an organisation associated with us that we have nominated to you OR you may decide, at your discretion, to have a contract (or series of contracts) in place with a different organisation that you have selected yourself. Please see further information in the Proposal at Part 3 of this Contract.

[IF NOT REQUIRED, DELETE CLAUSE HEADING AND TEXT ABOVE WITH "7.3 Not used" TO ENSURE THAT CLAUSE REFERENCES REMAIN IN SEQUENCE]

**Failure to comply with your obligation to keep the system in good working order**

* 1. If at any time the Renewable Heating System needs repairing or replacing, you will have obligations under other clauses in this Contract (see for example clauses 7.1, 7.6 and 8.1) to tell us about this and, depending on the circumstances, either allow us to arrange for necessary repair/replacement work to be carried out at our cost or, depending on the circumstances, arrange yourself for necessary repair/replacement to be carried out at your own cost. If: (i) you do not comply with these obligations; (ii) your failure to comply is not caused by circumstances outside of your reasonable control and (iii) your failure to comply causes a delay in necessary repair/replacement work being completed, then, even if the original cause of the Renewable Heating System not being in good working order was one of the circumstances described in clause 7.5 below, the cause of the Renewable Heating System continuing not to be in good working order during the period of the delay will be treated as being your failure to comply with the relevant obligation(s) under this Contract.
	2. The important exception to your obligations under clause 7.1 is that if, at any time the Renewable Heating System is not in good working order and this is caused by any of the circumstances described in this clause, you will not be treated as having failed to comply with this Contract as a result of this. The relevant circumstances are as follows:-
		+ 1. the cause of the Renewable Heating System not being in good working order is a failure on our part to comply with this Contract, including the occurrence of any fault for which we are responsible under this Contract;
			2. the cause of the Renewable Heating System not being in good working order is a failure by us, or the relevant organisation that we have nominated to you (see clause 7.2 above), to comply with the relevant maintenance contract; or
			3. the cause of the Renewable Heating System not being in good working order is something that is outside of your reasonable control (see clause 16 below),

But in each case, please note clause 7.4 above as well.

**Telling us and Ofgem if the Renewable Heating System stops being in good working order**

* 1. If at any time you become aware that the Renewable Heating System has stopped being in good working order then, regardless of the reason for this (so whether or not the cause of the Renewable Heating System not working is a fault for which we are responsible) you must tell us about this as soon as reasonably possible and must also tell Ofgem about this in line with your obligations as a Participant under the DRHI Scheme rules which are described in clause 9.8 below.

Consequences of not complying with this Contract

* 1. Please see clause 15 below for details about the consequences of you not complying with your obligations under this Contract, including any situation where you do not comply with your obligations under this clause 7. As explained in clause 15, this includes the potential risk for you of having to pay us compensation for DRHI Payments we lose as a result of you not complying with this Contract.
1. REPAIR / REPLACEMENT OF THE RENEWABLE HEATING SYSTEM

**If there is a fault with your heating system**

* 1. You agree to inform us of any fault with the Renewable Heating System as soon as reasonably possible after you become aware of it. You must also notify Ofgem of it under your Ongoing Obligations (see clause 9.8) – the time limit for doing so in the DRHI Regulations currently being 28 days after you become aware of it. For more information please contact Ofgem and see their guidance here: <https://www.ofgem.gov.uk/environmental-programmes/domestic-rhi/contacts-guidance-and-resources/key-terms-explained-domestic-renewable-heat-incentive?alpha=R#term-results>.
	2. Where we are responsible for carrying out work to repair a fault with the Renewable Heating System, including circumstances where a fault has arisen due to us not complying with this Contract and/or where a fault is covered by any warranty we have given to you under this Contract, we will ensure that the repair work is carried out by a competent and appropriately qualified person with reasonable skill and care. You must ensure that you give us, or our contractors, any access to your Property that we reasonably need for the purposes of carrying out this work.

**If the heating system needs to be replaced**

* 1. In some cases, we may be responsible for replacing the Renewable Heating System because of a serious fault. Even if we are not responsible for replacing the Renewable Heating System (for example, because it has been damaged by you), you must follow any reasonable instructions we give you at the time (but see clause 9.11 below about instructions) about the steps to be taken to install a replacement Renewable Heating System with a view to ensuring that this replacement Renewable Heating System remains eligible for the DRHI Scheme and will be treated as being a genuine “replacement plant” for the purposes of the DRHI Scheme. You should check with Ofgem at the time about what specific eligibility requirements will apply for these purposes but, based on the current DRHI Scheme rules, some (but not all) of the particular requirements will be as follows:-
		+ 1. any replacement Renewable Heating System must be installed by an MCS-certified Installer in accordance with the relevant MCS installation standard and any relevant information relating to the replacement plant and MCS certification must be provided by the installer to you;
			2. a new EPC may be required for the Property. If the Renewable Heating System is being replaced because of a fault or damage for which we are responsible, we will pay for this EPC, otherwise you must pay for it; and
			3. you, in your role as Participant under the DRHI Scheme, will need to make an application to Ofgem for the replacement Renewable Heating System to be given accreditation under the DRHI Scheme. Please see clause 9.10 below for more details.
	2. If there is no need for the Renewable Heating System to be replaced, because it is not faulty and remains in good working order, you must not replace it, or attempt to replace it, without our specific prior written approval.

**Other obligations which apply to us**

* 1. We will tell you at least 7 days in advance of any visit to your Property for the purposes of any inspection of the Renewable Heating System which we wish to carry out.
	2. Where a fault occurs with the Renewable Heating System for which we are responsible, including in circumstances where a fault has arisen due to us not complying with this Contract and/or where a fault is covered by any warranty we have given to you under this Contract:-
		+ 1. if the fault means that you have no heating or no hot water, we will arrange for a competent and appropriately qualified person to attend at your Property, within 24 hours of you telling us about the fault, in order to investigate the fault and start the process of trying to rectify it;
			2. otherwise, we will arrange for a competent and appropriately qualified person to attend at your Property, within 7 days of you telling us about the fault, in order to investigate the fault and start the process of trying to rectify it.
1. DRHI SCHEME REQUIREMENTS
	1. To enable us to receive DRHI Payments in respect of heat generated by the Renewable Heating System, you will need to comply with various obligations, as described in the following clauses 9.2 to 9.10. For these purposes, please note that:-
		* 1. details of specific requirements applicable under the DRHI Scheme, including eligibility criteria and requirements when applying for accreditation under the DRHI Scheme, can be found here: <https://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-essential-guide-applicants>;
			2. under the DRHI Scheme rules, references to a "plant" mean a Renewable Heating System such as the Renewable Heating System being supplied to you under this Contract; and
			3. under the DRHI Scheme rules, a person who owns a Renewable Heating System and wishes to apply for accreditation under the DRHI Scheme will, if the application is successful, become a Participant in the Scheme. As described in clause 9.8 below, you will therefore be responsible for complying with obligations under the DRHI Scheme which apply to Participants.

**Eligibility criteria**

* 1. You must ensure that you meet all of the eligibility criteria under the DRHI Scheme which apply to you as a potential Participant, your Property and/or the use of heat at your Property. We will help you to check this and, before this Contract is signed, will confirm to you whether we consider that you, your Property and your use of heat should be eligible (but see clause 9.11 regarding Ofgem’s role in determining eligibility). We will also be responsible for ensuring that the Renewable Heating System itself is the kind of Renewable Heating System which is eligible under the Scheme.

**Metering requirements**

* 1. The basis on which we are expecting to receive DRHI Payments in respect of the Renewable Heating System is that these DRHI Payments will be calculated by reference to a "deemed" amount of heat generation. There will therefore be no requirement for heat generated by the Renewable Heating System to be metered for payments. (For more information in metering in the DRHI Scheme see Ofgem’s guidance here: <https://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-essential-guide-metering>). We will be responsible for making an assessment, prior to proceeding with the installation of the Renewable Heating System, as to whether heat would need to be metered for payments, but will be relying on you giving us accurate information in response to questions we ask for these purposes. Consequently:-
		+ 1. you must ensure that you give us accurate information in response to questions we ask about you, your Property and your use of heat at the Property in order to verify whether or not there would be any requirement for heat generated by the Renewable Heating System to be metered for payments. You must also ensure that, if there is any change to information you previously provided, including any information provided to us before this Contract was entered into, you tell us about this promptly. Relevant changes would include (as just one example) a change to the amount of time that you expect to be occupying the Property; and
			2. if at any time before the installation of the Renewable Heating System is started we become aware of anything that means there is likely to be a requirement for heat generated by the Renewable Heating System to be metered for payments, we will have the right to cancel this Contract by telling you that we wish to cancel it. If we choose to cancel the Contract in these circumstances, we will refund any payment you may have paid us for the Renewable Heating System (if applicable).

**Applying to Ofgem for accreditation**

* 1. Within 14 days after the work to install and Commission the Renewable Heating System at your Property has been completed and the relevant certificates and paperwork have been supplied to you by us (see clause 6.4), you must make an application to Ofgem for the Renewable Heating System to be accredited under the DRHI Scheme. You must ensure that this application is submitted in line with Ofgem's requirements for making applications of this kind (see Ofgem’s guidance here: <https://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-essential-guide-applicants>).
	2. When you apply to Ofgem for accreditation to the DRHI Scheme, you will need to provide Ofgem with our Unique Registered Investor Reference (URIR) and Contract ID Number. These reference numbers are included on the Contract Front Sheet, in Part 1 of this Contract. As part of the application process with Ofgem, you must nominate us, as the person who has entered into an Assignment of Rights contract with you, in respect of the Renewable Heating System. The objective and effect of this nomination process is that, if your application for accreditation of the Renewable Heating System is successful, we will then become the Nominated Registered Investor in relation to the Renewable Heating System and so we will be the person entitled under the DRHI Scheme rules to receive all DRHI Payments in relation to heat generated by the Renewable Heating System over the full, 7 year lifetime of the DRHI Scheme payment period. You can find more information about the Assignments of Rights mechanism under the DRHI Scheme in Ofgem’s guidance here: <https://www.ofgem.gov.uk/publications-and-updates/essential-guide-assignment-rights>.
	3. You must tell us that you have submitted your application to Ofgem as soon as reasonably possible after you submit it. In addition, if at any time we reasonably ask you for other information about the application and/or any communications with Ofgem about the application, you must respond to our request as soon as reasonably possible.
	4. If at any time there is an issue with the application, including a situation where additional information needs to be provided to correct an error or gap in information previously provided, or where Ofgem has asked for something else to be done to enable the application to be progressed:-
		+ 1. you must tell us about this as soon as reasonably possible (as we may not be aware of it otherwise) so that we are able to help resolve the issue;
			2. you must ensure that you take the necessary steps as soon as reasonably possible to deal with the issue and ensure that Ofgem's application requirements are complied with. In relation to this, Ofgem may specify a particular timescale within which something must be done in order for the application to be progressed and, as a matter of compliance with the DRHI Scheme rules, you must ensure that the relevant thing is done in line with this timescale. However, your obligation to us under this Contract is to do whatever is necessary (according to the DRHI Scheme rules) to progress the application as soon as reasonably possible, with the objective of having the Renewable Heating System accredited under the DRHI Scheme as soon as reasonably possible, and this may mean doing something more quickly than the timescale set by Ofgem. Please see clause 9.11 below for more details about the interaction between requirements under this Contract and requirements under the DRHI Scheme rules; and
			3. if you do not comply with your obligations under this Contract to progress the application, in line with Ofgem's requirements, you run the risk of having to pay compensation to us for any DRHI Payments we lose as a result. Please see clauses 9.12 and 15 for more details.

**Your Ongoing Obligations as a Participant**

* 1. You must ensure that you comply with all Ongoing Obligations under the DRHI Scheme rules which apply to Participants. You can find more information about these Ongoing Obligations here: <https://www.ofgem.gov.uk/key-term-explained/ongoing-obligations>. There are additional Ongoing Obligations that you have to comply with in an Assignment of Rights arrangement in addition to the ones provided for in this Contract. You can find more information about these Ongoing Obligations here: <https://www.ofgem.gov.uk/publications-and-updates/essential-guide-assignment-rights>.
	2. If at any time you become aware that you have not complied, or will not be able to comply, with any of your Ongoing Obligations or there has been any other change in circumstances which may affect your eligibility to participate in the DRHI Scheme, you must tell us about this as soon as reasonably possible. Telling us about the issue will not mean that you cease to be responsible for complying with the relevant obligation, and so will not affect any rights we have under this Contract (see clause 15 for details of the rights we will have if you do not comply with this Contract), but will give us an opportunity to communicate with you about the issue. Under your Ongoing Obligations you must also tell Ofgem about this in accordance within the relevant timescale which applies under the DRHI Scheme rules (currently 28 days from when you become aware of the relevant facts).

**If the Renewable Heating System is replaced**

* 1. If for any reason the original Renewable Heating System installed under this Contract has to be replaced, then, as referred to in clause 8.3 above you will need to make an application to Ofgem for this replacement Renewable Heating System to be accredited under the DRHI Scheme. This application must be made within 14 days of the replacement Renewable Heating System being Commissioned and us supplying the relevant certificates and other documentation to you (see clause 6.4). All of the obligations set out in clauses 9.4 to 9.7 above relating to the application to Ofgem for the original Renewable Heating System will apply equally to the application in relation to the replacement Renewable Heating System.

**Interaction between this Contract and the DRHI Scheme/Ofgem instructions**

* 1. As indicated by the preceding parts of this clause 9, a number of requirements will apply to you under the DRHI Scheme rules which are separate to your obligations under this Contract. As part of its role in administering the DRHI Scheme, Ofgem may give you instructions about what you would need to do, and within what timescales, in order to comply with particular requirements under the DRHI Scheme, for instance (to take just two examples) what you would need to do in order to have the Renewable Heating System successfully accredited under the DRHI Scheme or what you would need to do, as a Participant, in order to comply with your Ongoing Obligations. In light of this:-
		+ 1. please note that, whether or not you have complied with any relevant requirements under the DRHI Scheme and, if not, whether or not enforcement action should be taken by Ofgem under the DRHI Regulations, are questions which are: (i) separate from the question of whether you have complied with your obligations under this Contract; (ii) not, therefore, subject to this clause 9; and (iii) for Ofgem to determine, not us or you;
			2. wherever we have a right under this Contract to give you reasonable instructions about something, we will make sure that these instructions are consistent with our understanding of the requirements of the DRHI Scheme and any instructions that Ofgem has given you, or might be expected to give you, about the same thing. We may have the right under this Contract to give you an instruction to do something which Ofgem has also required you to do, and to do it in a timescale which is shorter than the timescale specified by Ofgem. However, we will not have the right, in giving you any instructions, to tell you to do something that would mean you giving information to Ofgem that is untrue or inaccurate or otherwise acting in any way that would be dishonest or not consistent with the DRHI Scheme rules and/or any instructions Ofgem has given you;
			3. if you consider at any time that anything we are instructing you to do is not consistent with the DRHI Scheme rules and/or any instructions Ofgem has given you, you must tell Ofgem about this and seek guidance from Ofgem on what to do. If ever there is a conflict between any instructions we may give you under this Contract, and any instructions Ofgem may give you, then Ofgem's instructions will always take precedence; and
			4. if you do not do something that Ofgem tells you that you would need to do in order to meet particular requirements under the DRHI Scheme relating to the Renewable Heating System (e.g. the things mentioned as examples at the start of this clause) then, unless covered by the exception described in clause 7.5, this will mean that you are not complying with your obligations under this Contract and that you run the risk of having to pay us compensation for any DRHI Payments we lose as a result (see clauses 9.12 and 15 below).

**Consequences of you not complying with your obligations under this clause**

* 1. Please see clause 15 for details about the consequences of you not complying with your obligations under this Contract, including any situation where you do not comply with your obligations under clause 9. As explained in clause 15, this includes the potential risk for you of having to pay us compensation for DRHI Payments we lose as a result of you not complying with this Contract.
1. OTHER OBLIGATIONS RELATING TO THE RENEWABLE HEATING SYSTEM

**Restriction on changes to the Renewable Heating System**

* 1. You must not make any changes to the Renewable Heating System or to the way in which it is used without our prior written approval and without also first telling Ofgem about this in line with your obligations as a Participant which are described in clause 9.8 above. You must also obtain Ofgem’s consent to any such changes. We will not unreasonably refuse to give or delay in giving our approval, if asked to do so, as long as we are reasonably satisfied that the change will not adversely affect the DRHI Payments we expect to receive in respect of the Renewable Heating System. Even if we give our approval, you will still need as a separate matter to obtain Ofgem's consent.

**Carrying out work at your Property**

* 1. If at any time you wish to carry out any building or other work at your Property which is likely to affect the operation of the Renewable Heating System, you must tell us about this as soon reasonably possible. If, as a result of any work of this kind being carried out, any DRHI Payments in respect of the Renewable Heating System are withheld permanently by Ofgem (either in whole or in part), we will have the right to require you to pay us compensation equal to the value of the lost (part of) the DRHI Payment(s) that we would otherwise have received. You will be required to pay us any compensation payments of this kind within 90 days of us giving you details of the compensation payment and asking you to pay it.

**Information about/inspection of the Renewable Heating System**

* 1. If at any time we reasonably ask you to do so:-
		+ 1. you must give us, as soon as reasonably possible after we ask for it, information about the Renewable Heating System where we need this information either to comply with our own obligations under this Contract or the DRHI Scheme or to check that you are complying with your obligations under this Contract; and
			2. you must allow us or our contractors to have access, as soon as reasonably possible after we ask for it, to your Property, where we need this access to comply with our own obligations under this Contract or the DRHI Scheme, to inspect the Renewable Heating System and/or to check that you are complying with your obligations under this Contract. As set out in clause 8.5 above, for any visit to your Property for the purposes of carrying out any inspection of the Renewable Heating System which we wish to carry out, we will tell you at least 7 days in advance of this.

**Insurance & rectification of loss/damage to the Renewable Heating System**

* 1. Unless the exceptional circumstances described in clause 10.8 apply, you will be responsible for rectifying any loss (including theft) of or damage to the Renewable Heating System and must ensure that the Renewable Heating System is fully insured, under the household buildings or other appropriate insurance policy relating to your Property, against all risks that an insurance policy of this kind would ordinarily and reasonably be expected to cover. If we reasonably ask you to do so at certain times during the life of this Contract, you must provide us as soon as reasonably possible with a copy of relevant insurance documents showing that the necessary insurance is in place.
	2. You will also be responsible for properly maintaining your Property and, as part of this, rectifying any failure of or damage to your Property that might affect operation of the Renewable Heating System.
	3. In the event of any loss (including theft) of or damage to the Renewable Heating System for any reason, other than where this loss or damage has been caused by the exceptional circumstances referred to in clause 10.8 below, you must at your own cost (but relying on money claimed on your insurance policy, where available) repair or replace the Renewable Heating System and return it to good working order as soon as reasonably possible. Given our interest in ensuring that all necessary requirements under the DRHI Scheme are complied with in these circumstances, you must comply with any reasonable instructions we give you at the time (see clause 9.11 about instructions) as to the way in which the Renewable Heating System is repaired or replaced, including instructions as to who carries out any necessary work and (if applicable) the specific parts or system as a whole which are or is installed to replace part or all of the original Renewable Heating System.
	4. Where any structural failure of, or damage to, your Property, might affect the operation of the Renewable Heating System, then (except where this failure or damage has been caused by the exceptional circumstances described in clause 10.8) you must repair or reinstate your Property as soon as reasonably possible to avoid or, if unavoidable, minimise any adverse impact on the operation of the Renewable Heating System. The repair or reinstatement will be at your own cost, although you will be able to rely on money claimed on your insurance policy where this is available.
	5. The exceptional circumstances in which you will not be responsible for rectifying any loss of or damage to the Renewable Heating System or any failure of or damage to your Property are where:-
		+ 1. the loss, damage or failure is caused by circumstances beyond your reasonable control AND the occurrence of these circumstances is not a risk that a household buildings insurance policy would ordinarily and reasonably be expected to cover; or
			2. the loss, damage or failure is caused by us or our contractors.
	6. If the exceptional circumstances described in clause 10.8 apply, then if (at our option) we ask you to do so at the time, you must allow us or our contractors to carry out necessary rectification work, on the basis we make sure this work is carried out using reasonable care and skill and in accordance with the DRHI Scheme rules. In particular this will mean, if we ask you to do so at the time, that you must co-operate with us and our contractors and give us and/or (as applicable) our contractors reasonable access to the Property in order to carry out the necessary work.

**Consequences of you not complying with your obligations under this clause**

* 1. Please see clause 15 for details about the consequences of you not complying with your obligations under this Contract, including any situation where you do not comply with your obligations under this clause 10. As explained in clause 15, this includes the potential risk for you of having to pay us compensation for DRHI Payments we lose as a result of you not complying with this Contract.
1. METERING REQUIREMENTS

**Metering for Performance**

* 1. If the Renewable Heating System requires metering for performance in order to be eligible for the DRHI Scheme (e.g. if the Renewable Heating System is an air source heat pump or ground source heat pump – for more details see Ofgem's guidance here: <https://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-essential-guide-metering>), we will be responsible for making sure that the necessary metering is installed as part of installing the Renewable Heating System.

**Metering for Payment - expectation as to no metering for payments being required**

* 1. As referred to in clause 9.3 above, the basis on which we are expecting to receive DRHI Payments in respect of the Renewable Heating System is that these payments will be calculated by reference to a "deemed" amount of heat generation and heat demand, and that there is no requirement for heat generated by the Renewable Heating System to be metered for payments. For further information about the circumstances in which metering of heat may be required, please see Ofgem’s guidance here:

<https://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-essential-guide-metering>.

 **Metering for payments - change in circumstances meaning that metering for payments is required**

* 1. If your circumstances change, Ofgem may determine that your Renewable Heating System must be metered in order to continue to be eligible for DRHI Payments. These circumstances may include (as just one example) circumstances in which your Property is occupied for less than 183 days in a particular 12 month period.
	2. If at any time after the Renewable Heating System has been installed, circumstances change such that metering for payments is required:-
		+ 1. you must tell us about this as soon as reasonably possible;
			2. we will arrange for the necessary metering to be installed as soon as reasonably possible, and you must ensure that we or our contractors are given reasonable access to your Property for these purposes;
			3. you must pay our reasonable costs incurred in installing (or arranging for contractors to install) the necessary metering. You must pay these costs within 28 days of us giving you details of them and asking for them to be paid;
			4. in order to have the new metering arrangement approved by Ofgem for the purposes of the DRHI Scheme, you may be required to submit an Authorisation Application to Ofgem within the reasonable timescales that we ask you to comply with (but noting clause 9.11 above) and in accordance with what is currently regulation 23 of the DRHI Regulations. All of the obligations set out in clauses 9.6 and 9.7 above relating to the application to Ofgem for the accreditation of the Renewable Heating System itself will apply equally to this Authorisation Application;
			5. you must provide Ofgem with any metering information about the Renewable Heating System within the timescales required by Ofgem in order for Ofgem to continue to make DRHI Payments to us every quarter;
			6. you must ensure that, once installed, the relevant metering equipment is kept in good working order and is not moved or otherwise interfered with in any way without our specific prior written approval; and
			7. you may be required to pay us compensation for any reduced DRHI Payments we end-up receiving – see clause 11.5 below.

**Metering for payments - compensation if metering for payments is required**

* 1. If metering for payments is required, this may mean that DRHI Payments for particular quarters (these being the periods for which DRHI Payments are calculated) are lower than they would have been if metering had not been required. This is because the amount of heat actually generated in a particular quarter, as measured by metering equipment, may be lower than the "deemed" amount of heat generation that would otherwise be used as the basis for making DRHI Payments for that quarter. Where this is the case then:-
		+ 1. where any payment is lower than it would have been, we will have the right to require you to pay us compensation equal to the difference between the actual payment we receive and the payment that we would have received if metering had not been required. You will be required to pay us any compensation payment of this kind within 60 days of us giving you details of the compensation payment and asking you to pay it; and
			2. after the end of each period over which a "deemed" annual amount of heat generation would have been calculated, had metering for payments not been required, we will do a comparison between the DRHI Payments we would have received for this amount of “deemed” heat and the total amount of money we have actually received (or are due to receive) for this period, this total amount being: (i) the total of the DRHI Payments we have received or are due to receive for that period (based on actual metered amounts of heat); plus (ii) the total of any quarterly compensation payments you have paid to us under clause 11.5 (a) above for that period. If the total amount we have actually received (or are due to receive) is higher than the amount we would have received, if metering had not been required, we will make a payment back to you for the difference within 28 days of the end of the period.

**Metering and Monitoring Service Package (MMSP)**

* 1. As a Participant in the DRHI Scheme, you can apply for a Metering and Monitoring Service Package (MMSP) under the rules of the DRHI Scheme, but you will need to make arrangements for this yourself. Maintenance of this arrangement will not fall under this Contract. You can find more information about how MMSP works in the DRHI Scheme at: <https://www.ofgem.gov.uk/publications-and-updates/domestic-rhi-essential-guide-optional-monitoring-metering-and-monitoring-service-package>.
1. SALE/TRANSFER OF THE RENEWABLE HEATING SYSTEM/YOUR PROPERTY

**Restriction on sale/transfer of ownership of Renewable Heating System**

* 1. You must not, without our specific prior written approval, sell or otherwise transfer any of your ownership rights in relation to the Renewable Heating System other than as part of a sale of your Property (in which case the following clauses 12.2 to 12.5 below will apply). For more information on the sale of your Property in an Assignment of Rights Contract, see the Ofgem guidance here: <https://www.ofgem.gov.uk/publications-and-updates/essential-guide-assignment-rights>.

**Sale of your Property**

* 1. If you intend to sell the Renewable Heating System as part of a sale of your Property, you must tell Ofgem about this in line with what is currently regulation 40 of the DRHI Regulations. You must also tell us at least 28 days before the date on which the sale is due to complete and, at the same time, tell us which of the following options you would like to apply:-
		+ 1. Option A (transfer to new owner) – under this option, you will ensure that before the sale completes the new owner enters into a contract with us, in the form of a document that we prepare and give you at the time, under which the new owner agrees to continue the Assignment of Rights arrangements described in this Contract; or
			2. Option B (pay compensation) – under this option, this Contract will come to an end when you cease to be the owner of the Renewable Heating System, but without the new owner entering into a contract with us to allow for a continuation of the Assignment of Rights arrangement, and we will have the right to require you to pay us compensation to reflect the value of future DRHI Payments that we will lose as result.
	2. If you would like Option A (transfer to new owner) to apply, then:-
		+ 1. at the same time as telling us you would like this option to apply, you must provide us with details of the new owner;
			2. within 14 days of you giving us sufficient information about the new owner, we will (acting in a reasonable way) prepare and send you a document for the new owner to sign to confirm he or she agrees to continue the Assignment of Rights arrangements described in this Contract, including confirmation of the new owner's agreement for us to continue being the Nominated Registered Investor for the Renewable Heating System and to comply, in place of you, with obligations set out in this Contract and the DRHI Scheme rules; and
			3. before the sale of your Property completes, you must arrange to have the new owner sign the document and return this to us.
	3. Even if you tell us that you would like Option A (transfer to new owner) to apply, if in fact by the time the sale of your Property completes, the new owner has not signed and returned to us the relevant document referred to in clause 12.3 (b) above, and this is not due to us failing to comply with our obligations under clause 12.3(b), then we will have the right to decide that Option B (pay compensation) will apply instead.
	4. If Option B (pay compensation) applies, we will have the right to bring this Contract to an end early by telling you that we wish to do so. In these circumstances we will have the right to require you to pay us a lump sum compensation payment to reflect the value of future DRHI Payments we estimate we will lose as a result of ceasing to be Nominated Registered Investor for the Renewable Heating System. Any compensation of this kind will be calculated and payable as follows:-
		+ 1. we will calculate the value of all future DRHI Payments that we might have expected to receive, had the Contract not come to an end early, using Ofgem's DRHI payment schedule;
			2. we will apply a reasonable discount rate to the total estimated value of DRHI Payments to reflect the fact that we will be receiving these early as a single lump sum payment from you;
			3. we will provide a clear explanation to you at the time of how we have calculated the compensation payment; and
			4. you will be required to pay the relevant compensation payment within 90 days of us giving you the explanation referred to above and asking you to make the payment.
1. TRANSFER BY US TO NEW INVESTOR
	1. If at any time we wish to transfer this Contract to another Registered Investor with a view to that other Registered Investor then becoming the Nominated Registered Investor for the Renewable Heating System, we will need to obtain your consent. If you give us this consent, then:-
		* 1. within 14 days of us asking you to do so, you must sign and return to us any document that we reasonably ask you to sign for the purposes of giving effect to the transfer of this Contract, and the Assignment of Rights arrangement covered by it, to the proposed new Registered Investor; and
			2. within the timescales specified by Ofgem, you must provide any information in relation to the proposed transfer, that Ofgem requests.
	2. Once information referred to in clause 13.1 has been provided to Ofgem, and the new Registered Investor has given its consent to becoming the Nominated Registered Investor for the Renewable Heating System, Ofgem will remove our "Nominated" status for the Renewable Heating System and the new Registered Investor will become the Nominated Registered Investor for the Renewable Heating System in place of us.
2. IF WE DO NOT COMPLY WITH THIS CONTRACT

**Supply/installation issues**

* 1. If something has gone wrong with your Renewable Heating System, then, under general law, you may be entitled to a refund, repair or replacement at no cost to you. You may even be entitled to reject the Renewable Heating System altogether and cancel this Contract. You may also be entitled to recover compensation from us for costs or losses you have suffered.
	2. You have legal rights if the Renewable Heating System installed is:-
		+ 1. broken or damaged (“not of satisfactory quality”);
			2. unusable (“not fit for purpose”); or
			3. not what was advertised or doesn’t match the seller’s description.
	3. Whether you are entitled to a refund, repair or a replacement, or whether you are entitled to reject the Renewable Heating System altogether and cancel the contract, will depend on what is wrong with it. See Section 17 for how to seek advice and register a complaint with RECC/HIES - the Consumer Code we belong to.
1. IF YOU DO NOT COMPLY WITH THIS CONTRACT
	1. If you fail to comply with any of your obligations under this Contract, we may have one or more of the rights described in the following clauses 15.2 to 15.4, depending on the circumstances. In cases where we have the option of taking more than one course of action, a decision to take one particular course of action initially will not stop us from deciding subsequently to take one or more other courses of action.

**Taking steps to rectify matters**

* 1. If any failure by you to comply with this Contract could be rectified by taking certain steps, we will have the right to require you to take relevant steps within a particular, reasonable period and in accordance with any other reasonable instructions that we give to you at the time (noting and subject to clause 9.11 above). If these steps involve carrying out work in relation to the Renewable Heating System (including repairing or replacing it) and you do not take these steps in accordance with our reasonable instructions, then:-
		+ 1. we will have the right to carry out this work ourselves or through our own contractors, on the basis that we make sure this work is carried out using reasonable care and skill and in accordance with the DRHI Scheme rules;
			2. you must co-operate with us and our contractors and give us and/or (as applicable) our contractors reasonable access to the Property in order to carry out the necessary work; and
			3. we will have the right to charge you for reasonable costs we incur in carrying out this work or (as applicable) having our contractors carry it out.

**Paying compensation for withheld DRHI Payments**

* 1. If any failure by you to comply with this Contract causes any DRHI Payments to be permanently withheld by Ofgem (in whole or in part), or for any DRHI Payments to cease (on a permanent basis) being payable in line with the DRHI Scheme rules, we will have the right to require you to pay us compensation equal to the value of the lost (part of the) DRHI Payment(s) that we would otherwise have received. You will be required to pay us any compensation payments of this kind within 90 days of us giving you details of the compensation payment and asking you to pay it.

**Ending the Contract and paying compensation for future lost DRHI Payments**

* 1. If any failure by you to comply with your obligations under clauses 9.2 and/or 9.4 to 9.7 above means that it does not prove possible for the Renewable Heating System to be given accreditation under the DRHI Scheme and/or for us to become the Nominated Registered Investor for the Renewable Heating System, with the result in either case that we will not be able to receive any DRHI Payments in respect of the Renewable Heating System, we will have the right to bring this Contract to an end early by telling you that we wish to do so.
	2. If any failure by you to comply with this Contract causes the DRHI Scheme accreditation for the Renewable Heating System to be revoked, causes Ofgem to take any other action or causes anything to happen automatically under the DRHI Scheme rules which (in each case) means that no further DRHI Payments will be made in respect of the Renewable Heating System, we will have the right to bring this Contract to an end early by telling you that we wish to do so.
	3. In the circumstances described in clauses 15.4 and 15.5 above we will have the right to require you to pay us a lump sum compensation payment to reflect the value of future DRHI Payments we estimate we will lose as a result. Any compensation of this kind will be calculated and payable as follows:-
		+ 1. we will calculate the value of all future DRHI Payments that we might have expected to receive, had the Contract not come to an end early, using Ofgem’s DRHI payment schedule;
			2. we will apply a reasonable discount rate to the total estimated value of DRHI Payments to reflect the fact that we will be receiving these early as a lump sum payment from you;
			3. we will provide a clear explanation to you at the time of how we have calculated the compensation payment; and
			4. you will be required to pay the relevant compensation payment within 90 days but, if you cannot do so, we will take into account your ability to pay when (i) agreeing any non-contractual payment arrangement with you and (ii) giving you more time to pay.
1. CIRCUMSTANCES OUTSIDE OF YOUR OR OUR CONTROL

**Circumstances outside your control preventing/delaying you from complying with this Contract**

* 1. If you are prevented from complying, or delayed in complying, with any of your obligations under this Contract due to circumstances beyond your reasonable control, you will not be treated as having failed to comply with the relevant obligation(s) as a result of this. For these purposes, if you have engaged a contractor (other than us or any maintenance contractor associated with us) to carry out certain work, a failure of this contractor to carry out the work or delay by this contractor in carrying out the work will not generally be treated as being something that is beyond your reasonable control. If, however, the reason for the contractor being unable to carry out the work, or being delayed in doing so, is something beyond the contractor's reasonable control, then this will be treated as being something that is beyond your reasonable control.

**Circumstances outside our control preventing/delaying us from complying with this Contract**

* 1. If we are prevented from complying, or delayed in complying, with any of our obligations under this Contract due to circumstances beyond our reasonable control, we will not be treated as having failed to comply with the relevant obligation(s) as a result of this. For these purposes, if we have engaged a contractor to carry out certain work, a failure of this contractor to carry out the work or delay by this contractor in carrying out the work will not generally be treated as being something that is beyond our reasonable control. If, however, the reason for the contractor being unable to carry out the work, or being delayed in doing so, is something beyond the contractor's reasonable control, this this will be treated as being something that is beyond our reasonable control.
1. COMPLAINTS

**Complaints about issues relating to the Contract**

* 1. We recommend that any complaints you may have about issues relating to the Contract (namely issues other than those referred to in clause 17.2 below) are dealt with according to the following process and confirm that we will abide by this process in line with our obligations as a member of the Consumer Code:-
		+ 1. you raise your complaint with us;
			2. if we do not resolve the complaint to your satisfaction, you should then register the complaint with the Consumer Code;
			3. the Consumer Code acknowledges the complaint and notifies us, requesting that we resolve the complaint speedily and effectively, and mediating on the complaint as required;
			4. in the event that the complaint cannot be resolved within the required timescales, you can refer the complaint to the Consumer Code’s independent Alternative Dispute Resolution (ADR) provider; and
			5. we will be the counterparty for the purposes of the ADR process under the Consumer Code.

**Complaints about workmanship, performance, the functioning of the heating system or any other issue**

* 1. We recommend that any complaints you may have about workmanship, performance, the functioning of the Renewable Heating System or any other issue are dealt with according to the following process and we confirm that we will respect this process in line with our obligations as a member of the Consumer Code:-
		+ 1. you raise the complaint with us;
			2. if the Renewable Heating System is not functioning you must also notify Ofgem within 28 days of becoming aware of that fact, in line with your Ongoing Obligations as a Participant in the DRHI Scheme (see clause 9.8 above);
			3. if we do not resolve the complaint to your satisfaction, you register the complaint with the Consumer Code;
			4. the Consumer Code acknowledges the complaint and notifies us and (if we are not the MCS-certified Installer who installed the Renewable Heating System) also notifies the relevant installer;
			5. the Consumer Code requests that we resolve the complaint speedily and effectively, if necessary with the assistance of the relevant installer;
			6. if we do not resolve the complaint within the required timescales, the Consumer Code informs the relevant MCS-certified installer and notifies the installer's MCS Certification Body;
			7. the MCS Certification Body investigates the installation and issues a technical report setting out the actions required to rectify any issues, copying it to us and the Consumer Code;
			8. in the event that the complaint cannot be resolved within the required timescales, you can refer the complaint to the Consumer Code’s independent Alternative Dispute Resolution (ADR) provider; and
			9. we will be the counterparty for the purposes of the ADR.

**Your legal rights generally**

* 1. Nothing in clauses 17.1 or 17.2 above or in any other part of this Contract is intended to prevent you exercising any rights which you have under the general law, including rights which in certain circumstances you may have under the Consumer Rights Act or other laws to reject the Renewable Heating System or to take action against us in the courts. DELETE LINE BELOW IF YOUR CONSUMER CODE IS HIES However, if you decide to refer your complaint to the independent ADR provider you will not subsequently be able to take your complaint through the courts.

**Part 3 - Proposal**

**[Drafting Note:**

**Part 3 of this document sets out the pre-contract sales information that you must provide to Customers in the form of a Proposal. This is not a template, as you have the ability to generate your own sales materials. However, your pre-contract sales information must take the form of a Proposal which includes the information listed in the table below. This Proposal will then replace this section and form Part 3 of the Contract. The Proposal should be developed after a site visit so that any calculations (e.g. Performance Estimates) use the actual characteristics of the Property. Below is some suggested text to form the introduction to the Proposal, which explains the purpose of the Proposal and how it fits into the Contract. Notes in the table explaining some of the content that you will need to generate for the Proposal are highlighted in yellow. The Introduction to the Proposal must include the following information; “Important: We commit to giving you sufficient time to consider the information in the Proposal, along with the Contract, before deciding whether to proceed or not. We commit to working through and answering any questions that you may have, and recommend that you get independent expert advice and/or contact our Consumer Code, RECC/HIES, for a second opinion.”]**

**Introduction**

The introduction of Assignment of Rights into the Domestic Renewable Heat Incentive (DRHI) Scheme (see the start of Part 2 of the Contract for an explanation of what certain words used in this document mean) is good news for both Investors and Customers. Participating in Assignment of Rights is a great opportunity for you to receive a free or heavily discounted Renewable Heating System, for us to achieve a return on our investment, and for the Government to increase its contribution towards its renewable energy targets. However, it is very important that you understand the DRHI Scheme, its requirements and the Ongoing Obligations you will have throughout the 7 year DRHI Payment period if you proceed.

Consumer Protection is a key consideration for us in the introduction of Assignment of Rights into the DRHI Scheme. It is vital that our Customers have the information they need in order to make informed decisions regarding whether and how to participate in the DRHI Scheme.

Therefore, before we ask you to sign anything, we are supplying you with this document, which is known as a Proposal. This Proposal sets out all of the pre-contract information that we, as a Registered Investor, must provide to a Customer in advance of signing an Assignment of Rights contract. This is so that you have all the necessary information and can make an informed decision on whether to proceed or not. On its own, this Proposal is **not** a contract or pre-contract and should not have Terms and Conditions attached to it. It does not commit you in any way to proceeding with us. However, it will form an integral part (Part 3) of the Contract once the Contract is signed. You should therefore read it, with the rest of the Contract, in order to understand the complete picture of how an Assignment of Rights contract works in the DRHI Scheme **before** you commit to proceeding with us.

**Important:** We commit to giving you sufficient time to consider the information in the Proposal, along with the Contract, before deciding whether to proceed or not. We commit to working through and answering any questions that you may have and recommend that you get independent expert advice and/or contact our Consumer Code, RECC/HIES, for a second opinion.

**Summary of information to include in the Proposal**

The Proposal must include the following information;

* explanation of the DRHI Scheme and Assignment of Rights;
* price quotation (total value of the payment to be made by the Customer, and how it is calculated);
* an Installation Timetable;
* a design to show where the main system will be installed, and any alterations to the property or services such as electrical and heating systems that will be needed;
* a written Performance Estimate which must be calculated after a site visit;
* a Cancellation Form (see attached Part 4 of this Contract);
* a list of hourly and daily costs for additional work not included in the Contract;
* a leaflet or brochure or other material that includes further information on our Consumer Code RECC/HIES; and
* other pre‐contractual information required by law as described below.

|  |  |
| --- | --- |
| **Information Type** | **Information Detail** |
| Explanation of the Domestic RHI and Assignment of Rights | The Proposal should clearly explain what the DRHI is and how the scheme functions and is administered by Ofgem, linking to the Ofgem guidance:<https://www.ofgem.gov.uk/environmental-programmes/domestic-rhi/about-domestic-rhi>, and any and RECC/HIES guidance.The Proposal should clearly explain what Assignment of Rights is and how it functions, linking to the Ofgem guidance, and the guidance of our Consumer Code, which is RECC/HIES:<https://www.ofgem.gov.uk/publications-and-updates/essential-guide-assignment-rights>.Customers should be reminded of their Ongoing Obligations and the requirements of the DRHI Scheme. |
| Price Quotation | Registered Investors should follow a “no surprises” pricing policy so that when the Customer receives the invoice, there should be no unexpected items compared to the quotation, unless agreed in writing beforehand. The quotation must show;* the amount of any part payment to be made by the Customer. This should clearly state what the part payment is for (i.e. part of the cost of the purchase, installation and commissioning of the Renewable Heating System);
* estimate of the total amount of DRHI Payments for a 7 year period calculated following a site visit/EPC;
* total amount to be received by the Registered Investor under the AoR contract. This should clearly state how the total value to be received has been calculated (total value received = any payment made by the Customer + estimate of the total amount of DRHI Payments for a 7 year period calculated following a site visit/EPC);
* a payment timetable (if the Customer is paying a deposit or advance payments and the date by which when they will pay off the remainder of their part payment contribution in a lump-sum). Any payments by the Customer should not be made on a deferred basis and so all payments should become payable in full no later than 10 days after the installation has been Commissioned;
* an itemised list of the goods to be supplied;
* an itemised list of all survey, design, installation and other services to be supplied;
* the costs of any required safety checks;
* all taxes payable including VAT;
* items and services NOT included in the quotation, which the Customer will need to provide to complete the work e.g. permissions and approvals and “making good” work that will be needed to restore the property to its original state;
* explanation of any other work beyond the installation of the Renewable Heating System; detailing who is responsible for carrying out the work and who is responsible for payment; and
* special circumstances beyond the control of the Registered Investor which may result in extra chargeable work not covered by the quote, and hourly or daily rates which would apply in this situation, and a description of what the extra chargeable work is, who is responsible, who pays and timescale.
 |
| Installation Timetable | The Proposal must include a timetable for supplying any goods and carrying out any work at the Property. This must be confirmed in writing before installation begins and must include;* estimated delivery date(s) for delivery of the Renewable Heating System and any other goods to be supplied;
* estimated timescale for any work (e.g. preparatory work) beyond the installation of the Renewable Heating System;
* estimated commencement and completion dates for installing the Renewable Heating System.;
* estimated Commission date; and
* any preparation the Customer needs to do. If the timetable depends on this work being done, the Registered Investor must let the Customer know.
 |
| Design | The Proposal should be developed **after** a site visit and full design survey. The Proposal should provide Customers with a final design specific to the Customer’s property, describing;* where the Renewable Heating System should be installed;
* any alterations required for the Property;
* any services such as electrical and heating systems that will be needed;
* an assessment and confirmation that the Registered Investor considers that the Customer, the Property and the proposed heat use should be eligible for the DRHI Scheme;
* any metering requirements; and
* any other factor relevant to the design.

The Customer must approve this design. The design should also set out any sub‐contracting arrangements that the Registered Investor has and clarify what parts of the design the sub-contractors will carry out.  |
| Written Performance Estimate | The Proposal should include a full Performance Estimate for the Renewable Heating System, carried out after a site visit.The performance estimate should be carried out according to the relevant MCS installation standard for the technology of the Renewable Heating System and should include such information as;* heat loss per room;
* estimated heat demand;
* capacity of the Renewable Heating System;
* estimated annual output of the Renewable Heating System; and
* estimated efficiency of the Renewable Heating System.

If the Renewable Heating System is a heat pump, the MCS Heat Pump System Performance Estimate should be used.The Performance Estimate should be as accurate as possible and relevant to the Customer’s home.The Customer must receive and have an opportunity to review the Performance Estimate before they sign the Contract. |
| Terms of Business | The terms of business are set out in the first two parts of this Contract, which should be provided to the Customer with the Proposal (the Customer should be under no pressure to sign the Contract until they have had sufficient time to assess all parts of the Contract). |
| Cancellation Form | Before the Contract is signed, Registered Investors must explain how the Customer can cancel the Contract, give the name and address of the person to contact in this event, and provide a Cancellation Form. A Cancellation Form template forms Part 4 of the Contract. |
| Information on the Registered Investor’s Consumer Code | The Proposal should include a leaflet or brochure or other material that includes further information on the Consumer Code that the Registered Investor is a member of. This should include contact information and their website details. |
| Sub-contractor details | If the Registered Investor is using a sub-contractor to carry out the installation, the sub-contractor must be an installer that is Microgeneration Certification Scheme (MCS)certified for the relevant technology for the Renewable Heating System. We are responsible for ensuring this and for ensuring that the sub-contractor carries out its installation work using reasonable care and skill. The Registered Investor will also provide the Customer with;* the sub-contractor’s name, address at which they are registered, telephone, email and website;
* details of the sub-contractor’s MCS certification status and certification body; and
* details of the sub-contractor’s consumer code.

The sub-contractor will enter into a zero/nominal value contract with the Customer which confirms that they are carrying out the installation according to MCS Standards and will Commission the Renewable Heating System correctly. No payment should be made to the sub-contractor other than a nominal sum such as £1 if required. We, the Registered Investor, are still responsible for the installation. |
| Maintenance and Fuel Supply Contracts | The Proposal must include the following information;Regular maintenance by a competent person is vital for the safe and reliable operation of the Renewable Heating System. The Registered Investor also wants to ensure that the Renewable Heating System is in good working order so that its RHI Payments continue. The Customer must therefore ensure that they have a maintenance contract throughout the 7 year DRHI Payment period (Section 7 in Part 2 of the Contract). The Registered Investor may offer the Customer a maintenance contract for it to carry out the maintenance at a reasonable market price, but the Customer has the right to find their own contractor and sign a maintenance contract with them. The Proposal should set out all the information that the Registered Investor would include in their maintenance contract or that should be included in a maintenance contract between the Customer and another maintenance provider.  If the technology for the Renewable Heating System is biomass, then the Customer is also required to take out a fuel supply contract which will include essential information such as;* fuel quality;
* supply information;
* delivery information; and
* delivery frequency and lead times.

The Proposal must also include the following information;As with maintenance contracts, the Customer can either sign a separate contract with the Registered Investor to provide the fuel supply, or find their own fuel supplier, but they must have a fuel supply contract in place for the 7 year RHI payment period. If the Customer takes out a fuel supply contract with the Registered Investor, the Registered Investor will ensure that the fuel it supplies is an approved fuel that is eligible for the DRHI Scheme and is listed on the Biomass Sustainability List, and is supplied at a reasonable market price. If the Customer takes out a contract with another fuel supplier, the Customer must ensure that the fuel they supply is an approved fuel that is eligible for the DRHI Scheme, is listed on the Biomass Sustainability List and is appropriate for the system. For more information on the DRHI Scheme and the Biomass Sustainability list, see:<https://biomass-suppliers-list.service.gov.uk/about>.And <https://www.ofgem.gov.uk/environmental-programmes/domestic-rhi/participants/ongoing-obligations/rules-biomass-fuel-use>. |
| Metering for payment | The Proposal must include if the customer needs any metering for payments including;* location of meters and schematics;
* information needed for the customer to complete the Ofgem’s application for DRHI Payments;
* any ongoing obligations the customer will have in relation to metering;
* any information on taking readings, how often this should happen, and who these should be submitted to; and
* any maintenance requirements.
 |
| Permissions and approvals | The Proposal must include;* if the customer needs any permissions, approvals and consents before the Renewable Heating System is installed;
* whose responsibility it is to obtain these; and
* any timescales involved.
 |
| Other pre‐contractual information | Before the contract is signed, the Registered Investor will provide Customers with certain relevant information in a clearly accessible and accurate manner. Most of this information is required by law. The information includes;* the Registered Investor’s address at which they are registered, telephone, email and website;
* details of how Customers can contact the Registered Investor rapidly and directly;
* the Registered Investor’s legal status (such as “sole trader”, “limited company” or partnership);
* details of the Registered Investor’s MCS certification status;
* the Registered Investor’s VAT identification number;
* full details of any professional bodies the Registered Investor is registered with;
* full details of any trade or public register the Registered Investor is registered with (such as the Gas Safe Register);
* full details of any professional body the Registered Investor or any of its senior staff members are registered with;
* details of the law applicable to any contract the Registered Investor may agree, and of the courts that have jurisdiction over it;
* full details of how a Customer may lodge a complaint against the Registered Investor (the Registered Investor’s complaint handling policy);
* details of how a Customer may access the conciliation and independent arbitration services available through the relevant Consumer Code and any time limits that may apply;
* information about all after‐sales services, guarantees and warranties;
* where relevant, specific details of the fuel sourcing, usage and storage arrangements that the system will require; and
* details of any requirement for regular servicing that the system will require.
 |

**PART 4 - Cancellation form for selling in the home (“off-premises” contracts) or by distance (“distance” contracts)**

**CANCELLING THIS CONTRACT**

Please see the information about your right to cancel this Contract in our quotation.

If you do want to cancel your Contract, you must let us know in a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the cancellation form below to do this, but you do not have to use it.

[*Insert if applicable:* You can also electronically fill in and submit the model cancellation form or any other clear statement on our website here [insert Internet address]. If you use this option, we will acknowledge receipt of your cancellation (e.g. by email) without delay.]

*[BY LAW YOU MUST SET OUT THE CANCELLATION FORM AS BELOW. DO NOT AMEND IT]*

CANCELLATION FORM

To [*here the trader's name, geographical address and, where available, fax number and email address are to be inserted by the trader*]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our Contract of sale of the following goods [\*] / for the supply of the following service [\*],

[*insert Contract details here*] …………………………………………………………………………………………..

Ordered on [\*] / received on [\*], [*insert date*]………………………………………………………………..

Name of consumer(s)……………………………………………………………………………………………………..

Address of consumer(s)………………………………………………………………………………………………….

Signature of consumer(s) (only if this form is notified on paper)

……………………………………………………………………………………………….…………………………………….

Date………………………………………………………………………………………………………………………………

[\*] Delete as appropriate

**Part 4 - Cancellation form for Consumer Code members who do not sell in the home or by distance (i.e. who have “on-premises” contracts)**

**[AMEND CANCELLATION PERIOD TO 14 DAYS IF YOU ARE A MEMBER OF RECC AND 7 DAYS IF YOU ARE A MEMBER OF HIES]**

**Please note: your customers have rights in law, and under our Consumer Code RECC/HIES, to cancel a contract in certain situations.**

RECC/HIES requires members to give consumers [14/7] days to cancel without penalty after they have signed the Contract. This is known as the ”cancellation period”. Before the Contract is signed members must explain how the Customer can cancel the Contract, give the name and address of the person to contact in this event, and provide a cancellation form such as the one set out below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Company name]**

**Notice of Right to Cancel the Contract**

[The Registered Investor should complete the section below. The Customer should retain this.]

If the Customer wishes to exercise his/her right to cancel the Contract, the top section overleaf should be completed, detached and returned to the Registered Investor.

**Name and address of Trader:**

**Contract Reference No/Order No/or description of Contract:**

**Name and address of person to whom the Cancellation Notice may be given, or an email address to which it may be sent.**

**Customer Cancellation Rights**

You have the right to cancel this contract if you wish within 14 days of you signing the Contract. Cancellation should be communicated in writing or by e-mail to the person shown above.

The Cancellation Notice form overleaf may be used to exercise this right and can be delivered in person, by email or sent by post – in which case you should obtain a Certificate or Posting or Recorded Delivery slip. You are advised to take a copy of the cancellation notice before returning it to the Trader.

**Work begun prior to the expiry of the cancellation period**

If you have agreed in writing that work will commence before the 14 day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out. You are asked to confirm in writing that work may commence before your cancellation period expires. You can use the lower half of the form overleaf to do this.

**Cancellation Notice**

(Complete, detach and return this portion of the form **ONLY IF YOU WISH TO CANCEL THE CONTRACT)**

**To:**

[Registered Investor to insert name and address of the person to whom notice may be given]

I/We (delete as appropriate) hereby give notice that I/we wish to cancel my/our Contract.

[Registered Investor to insert contract ref no, or name and address of Customer]

Signed ......................................................................................................

Date .........................................................................................................

1. Office of Gas and Electricity Markets <https://www.ofgem.gov.uk/> [↑](#footnote-ref-2)