



# MCS Customer Duty

## About MCS & this Customer Duty

Microgeneration Certification Scheme (MCS) is a Standards organisation.

We certify low-carbon products and installations used to produce electricity and heat from renewable sources. We create and maintain standards that allows for the certification of products and their installation, against which a contractor's quality of delivery can be assessed.

MCS is a mark of quality. Membership of MCS demonstrates adherence to these recognised industry standards; highlighting quality, competency, compliance and a commitment to protecting customers.

This Customer Duty sets out the rights and responsibilities of any customer, consumer or organisation, receiving advice, quotes, installations, products, services, or other work carried out by any contractor which carries the MCS Certified Mark, and what your responsibilities are in return.

Contractors shall operate according to the principles contained in this Customer Duty and meet the requirements of the MCS Scheme Rules and Standards. As part of your MCS application, contractors must be able to demonstrate that they have the financial stability and resources to complete installations. MCS will collate evidence and conduct ongoing checks to ensure compliance with this Customer Duty and that they are meeting obligations to safeguard customers.

MCS certified contractors must comply with all relevant consumer protection legislation currently in force. This includes the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, The Consumer Rights Act 2015 and The Consumer Protection from Unfair Trading Regulations 2008.

When supplying goods to customers in the process of installing small-scale renewables, MCS contractors are acting as traders as defined by the Consumer Rights Act 2015 and therefore must ensure such goods are of satisfactory quality, fit for their particular purpose and as described. An MCS certified product should not be presumed to satisfy the Consumer Rights Act in all circumstances and so use of such products does not take away the MCS certified contractor's obligations under the Act.

# You can have confidence that an MCS certified contractor will:

## 1. Be trustworthy – this means that they will do what they say they will do

- a. Comply with this Customer Duty, providing a copy to you before you commit to a contract.
- b. Adhere to the MCS requirements relevant to the technology being installed, ensuring that the customer requirements are also adequately defined.
- c. Manage your installation safely.
- d. Ensure that they've got the resource and capability to meet the order/contract requirements. Where agreed timescales cannot be met, the MCS certified contractor shall notify you when the order/contract can be fulfilled.
- e. Deliver an installation in line with their contract with you, being a formal agreement between you and your contractor

## 2. Be responsible – this means that they will act professionally

- a. Be responsive and approachable.
- b. Treat you fairly and with respect. Additional precautions will be taken when dealing with customers who may be considered vulnerable that due to their personal circumstances are especially susceptible to harm.
- c. Not place you under pressure to sign orders or contracts by, for example, overstaying their welcome or offering excessive discounts off inflated prices and shall instruct any third parties that they work with to do the same.
- d. Ensure that they follow fair marketing practices, including using no misleading claims or advertisements. This includes when obtaining sales (signed orders) or leads (prospects) from any third party.
- e. Ensure that those appointed to deliver ancillary services (for example scaffolding) are competent and carry an appropriate level of Public Liability Insurance.
- f. They shall retain all of your installation records for a minimum of six years.
- g. They shall protect your personal information in compliance with data protection regulations and be transparent about how your personal information will be shared.
- h. They shall take care whilst working at your property and put right any damage caused.
- i. They will clean up properly, disposing of waste responsibly including recycling where possible.

## 3. Communicate well – this means that they will be open, clear, transparent and timely when giving information

- a. Tell you openly who they are and what they do.
- b. Tell you openly about their relationships with subcontractors and other third parties and how they'll be involved in your installation.
- c. Communicate clearly and simply, avoiding jargon and explaining any complicated language, calculations or units.
- d. Explain to you what MCS is, including explaining the benefits of using an MCS contractor.

- e. Prior to signing a contract, they shall make you aware of all permissions, approvals and licenses required for the installation, including work which is notifiable under building regulations, and who is responsible for this.
- f. Tell you what will happen when, by whom, and including what access they will need to the property. They shall keep you updated about progress before, during and after the completion of your installation.

#### **4. Contract with clarity – this means that they will protect you and your installation with clear documentation and contracts**

- a. Provide you with a clear and detailed, itemised written quotation and terms and conditions that you understand.
- b. At quotation stage, you'll be provided with additional information relating to supplementary work needed (e.g. insulation or supply upgrades), and potential cost implications.
- c. Provide clear pricing and contracts, ensuring it is clear whether the costs include for example, VAT or any grants, and that there are no hidden costs or penalties.
- d. If a deposit is taken, this will be reasonable and justified based on an installation's upfront costs and as part of a schedule of payments to be agreed with you in advance.
- e. All documents relating to the contract shall be clear, written in plain English and any exclusions of liability highlighted.
- f. The system performance estimate, defined by the relevant MCS System Performance Estimate Standard, shall be provided to you before you enter into a contract (where applicable).
- g. They should make it clear that any cited financial benefits should be treated with caution due to variables that can affect these figures, such as fluctuating energy costs. They will make you aware that you should not agree to any installation, or enter into a contract, based on cited financial benefits alone.
- h. Contracts will clearly and accurately state, as a minimum, the make, model number, power rating (where applicable) and storage capacity (where applicable) of the equipment to be supplied along with the estimated delivery and installation dates.
- i. Where there is a change to the agreed design and/or estimated performance of the system from that given before the detailed design, and/or change to agreed timescales, then the customer shall be given a variation to contract and the opportunity to cancel the contract without further cost, obligation or liability.
- j. Inform you promptly of any additional work that may arise due to unforeseen circumstances and explain how this will impact on costs and timescales. You'll be given a variation to contract and the opportunity to cancel the contract without further cost, obligation or liability.
- k. Explain your cancellation rights including the right to have your deposit returned.

**5. Handover – this means that they will make sure you understand what you’ve had installed, how to use it and how you should look after it at the end of the installation**

- a. On completion ensure that they complete a ‘walk-through’ of the system, highlighting key components and complete a demonstration of how the system works. A face-to-face explanation is strongly recommended.
- b. Give you an opportunity to confirm that you are happy with the completed installation.
- c. If any remedial works are identified, make sure that they put a schedule in place and let you know what this is.
- d. Provide you with a handover no later than 30 days after the installation is complete. The handover shall include, as a minimum:
  - MCS Certificate
  - List of key components as commissioned
  - Health & Safety guidance
  - Recommended servicing and maintenance schedule. This includes customer maintenance checks and any additional measures that may be beneficial to the performance and durability of the system in relation to the protection from the effects of weather, plants and animals. MCS also provide model maintenance checklists available at [www.mcscertified.com](http://www.mcscertified.com).
  - Manufacturer’s instruction manual(s).
  - All relevant guarantees and warranties. They should make you aware of what these include/exclude, and whether anything needs to be done to validate or maintain their protections.
  - Where required, Building Regulations compliance certificate(s).
  - Where required, proof of a completed electricity network (DNO) provider notification/approval (as applicable).
- e. Explain if there is going to be any ongoing measurement, monitoring or inspections of your installation.

**6. Demonstrate good complaint handling – this means that they will work to review and resolve any concerns or complaints**

- a. Provide clear, upfront information on how you can contact them with queries, requests, concerns or complaints.
- b. Provide a free, accessible initial complaints process that is simple to navigate.
- c. Take responsibility for any issues where they may be at fault and look to work with you to resolve them with minimum disruption.
- d. Acknowledge a complaint within 2 working days.
- e. Respond to all complaints in a timely and effective manner to seek the best possible resolution.
- f. Signpost you to the MCS complaints process should you be dissatisfied with the response to your complaint.
- g. In the event that neither the contractor nor MCS can resolve the dispute through internal processes, the contractor will commit to participating in an Alternative Dispute Resolution process.
- h. Use your feedback to improve how they do things in the future.

## Your Responsibilities as the Customer

We ask that you:

- a. Before you sign a contract, you should check with MCS that the contractor you wish to undertake your installation is MCS certified for the technology you wish to be installed. You should check for this again before the installation starts. The MCS website includes a contractor search.
- b. You should not agree to any installation or enter into a contract based on cited financial benefits alone. These calculations should be treated with caution due to variables that can affect these figures such as fluctuating energy costs.
- c. If applicable, make sure you have the correct permissions in place for the installation. For example, building regulations notification or planning permission.
- d. Before you sign a contract, make sure you are satisfied that any contract you are considering entering into meets the requirements as laid out in section 4 of the MCS Customer Duty which the contractor must conform to, particularly that:
  - Pricing is clear and understandable to you, including whether VAT or any grants are applicable, and there are no hidden costs or penalties.
  - If a deposit is required, that you understand it to be reasonable and justified based on an installation's upfront costs and as part of a schedule of payments to be agreed with you in advance. The contractor must make clear the nature and purpose of the deposit including whether it is refundable or part-payment.
  - The contract must clearly and accurately state, as a minimum, the make, model number, power rating (where applicable) and storage capacity (where applicable) of the equipment to be supplied along with the estimated delivery and installation dates.
  - Your cancellation rights are clear and you understand them.
- e. Make sure that you have a signed contract, which to your satisfaction meets the requirements as laid out in section 4 of the MCS Customer Duty, before work starts.
- f. Provide the necessary access to your property and make it clear if there are any special requirements that might affect the work. For example, in relation to parking, toilet facilities, pets, children, neighbours, materials storage, home security, boundaries, etc.
- g. Make sure you provide true and accurate information to your contractor when requested for them to determine system performance estimates, for example, the number of people living in the household.
- h. You should inform your contractor of any planned material changes to your home that may influence the performance of your installation.
- i. If and when agreed with the contractor, you should take receipt of goods, keep them safe and protect them against damage.
- j. Retain copies of your installation documentation for the lifetime of your system. If in the future you sell your home, you may be required to share this documentation with the new owner. Additionally, it is advisable to keep copies of all correspondence regarding the installation should reference to them be necessary at a later date.
- k. Arrange a conversation with your MCS contractor as quickly as possible if you have any query or question, so that they can be discussed and resolved at an early stage.
- l. Be on time for any appointments, and treat your chosen contractor's employees, tradespeople and subcontractors with respect.
- m. Pay on time and according to the terms of the contract that you have signed.
- n. If you do have a complaint, inform your MCS contractor in the first instance, affording them the opportunity to resolve your complaint to your satisfaction, before registering an unresolved complaint through the MCS complaints process.
- o. Consider whether you need to take independent advice about the purchase you are about to make.
- p. Follow the handover guidance provided by your MCS contractor and retain all information provided to you to support any subsequent work that may be necessary on your installation, including routine maintenance
- q. If requested, allow MCS or your contractor's Certification Body to assess your installation.