



Microgeneration Certification Scheme Application Form



4359

Please complete and return this application form to:
Microgeneration Certification Scheme, Action Renewables, Block C, Unit 1, Boucher Business
Studios, Glenmachan Place, Belfast, BT12 6QH

Office Use Only
Inst. No: ARE
APPL No.

Company Details

Type of business (please tick as appropriate)	Limited Company	Sole Trader	Partnership
Company/ Business Registered Name:			
Company Trading Name (if different):			
Trading Address:			
Postcode			
Contact Name		Position	
Telephone		Fax	Mobile
E-mail		Website	
Company Registration Number		Legal Status: e.g Limited Co.	
Number of employees			
Number of company locations (including stores) (tick)			
Single location	<input type="checkbox"/>		
Multiple locations	<input type="checkbox"/>		
Has your company previously been registered with another certification body? Yes / No			
If so provide details (company and dates)			

Micro-generation Technologies

Please tick each of the microgeneration technologies for which you wish to apply to become an Approved installer – please refer to the technical standards (MIS300x) to find the requirements for each technology:

- Solar Thermal (MIS3001)
- Solar Photovoltaic (MIS3002)
- Micro & Small Wind (MIS3003)
- Solid Biofuel Heating (MIS3004)
- Heat Pumps (MIS3005)

Please note: Installation standards for the following technologies are not currently available: Fuel Cells; Micro and Renewable CHP; Micro Hydro. Therefore, at the present time, we are unable to accept applications for these technologies.

Declaration

To be completed by an Authorised Representative of the Company:

On behalf of _____ (the Company)

We hereby confirm that the information contained within this document is correct, any changes in circumstances will be notified to Action Renewables in writing, and we accept and agree to abide by the requirements set out in the following documents;

- a) Terms and conditions for Certification
- b) MCS001: Microgeneration Installation Standard
- c) The relevant MIS standard(s)
- d) The Certification Mark for Onsite Sustainable Energy Technologies - Brand Guidelines
- e) Action Renewables Procedures for disputes, complaints and appeals
- f) Action Renewables MCS fees (as below)

Please **ONLY** sign and submit this form if:

- a) you will be ready to be assessed within 2 months and can agree to an assessment date now, and
- b) you accept that if you cancel or postpone your assessment 5 working days or fewer before the agreed date you will be charged as shown on the fee schedule.

Payment Details

I enclosed a cheque for (please tick appropriate box):

1 Technology	£ 995 (plus VAT = <u>£1194.00</u>)	<input type="checkbox"/>
2 Technologies	£1245 (plus VAT = <u>£1494.00</u>)	<input type="checkbox"/>
3 Technologies	£1495 (plus VAT = <u>£1794.00</u>)	<input type="checkbox"/>
4 Technologies	£1745 (plus VAT = <u>£2094.00</u>)	<input type="checkbox"/>
5 Technologies	£1995 (plus VAT = <u>£2394.00</u>)	<input type="checkbox"/>

*Above fee includes AR Registration, office and technical assessments and £110 MCS Registration Fee

*Additional technology post certification (£150 administrative assessment fee + £250 per technology + VAT).

(Please make cheques payable to Action Renewables)

Insert total: £ _____

Name:

Position:

Signature:

Date:



Microgeneration Certification Scheme Conditions for Certification



1.0 Definitions

1.1 In these Terms and conditions:

'Action Renewables' and any other brand owned and used by Action Renewables means Action Renewables (registered in Northern Ireland, No.N147950), whose registered office is at Action Renewables, Block C, Unit 1, Boucher Business Studios, Glenmachan Place, Belfast, BT12 6QH.

'Client' means the company, firm or other body which is responsible for the microgeneration installation processes.

'Agreement' means the contract for provision of certification services, which will incorporate an application form and these Terms and Conditions.

'Certification' means assessment, approval, registration, initial or annual listing or recognition of microgeneration installation processes and 'Certified', Certification Services and 'Certificates' shall be construed accordingly.

1.2 The revision status of these terms and conditions is stated in the footer of each page. This revision supersedes all previous revisions, and upon issue to Clients is deemed to be the prevailing Terms for all new and existing certification agreements. Continued certification by Action Renewables is deemed to be acceptance of these Terms.

2.0 Responsibilities of the Client

2.1 The Client shall at his own expense supply Action Renewables personnel with copies of all documents, materials, information and data necessary to perform the Certification Services. The Client shall ensure the accuracy of all this material and insure against its accidental loss or damage. The Client shall at his own expense retain duplicate copies of all this material, or shall supply soft copies to Action Renewables. Action Renewables shall have no liability for any such loss or damage, however caused, including due to negligence.

2.2 The Client shall provide the microgeneration installation services as Certified by Action Renewables. Any changes which may affect the quality or performance of the microgeneration installation shall be notified to Action Renewables and written authorization obtained.

2.3 The Client shall have at least one member of staff trained (for each technology to be assessed) in a relevant mapped renewable installation qualification (if available). Action Renewables does not offer the "experienced worker route" of competency assessment as detailed in MCS025.

2.4 If the Client becomes aware of any shortfall in the performance of the microgeneration installation services howsoever caused, the Client shall inform Action Renewables immediately and shall take all necessary steps as required by Action Renewables to rectify the shortfall as soon as is reasonably practicable.

2.5 The Client will make all necessary arrangements for the conduct of the evaluation, including the provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of the assessment/technical inspection.

2.6 Where required, the Client shall also permit periodic audits and provide access to the company facilities as described in 2.4, in the event of additional surveillance visits which may be required in the event of:

- substantiated complaints against the company or
- as a result of a significant number of non-conformities being raised during a visit (in this circumstance an additional visit may be required within 12 weeks of the original visit date). Where non-conformities have not been resolved within this period the client shall be suspended or withdrawn.
- an accumulation of non-conformities from previous assessments

2.7 The client shall bear the costs for investigating complaints and any additional assessments/surveillance visits/inspections required.

2.8 Where for any reason Certification is no longer provided in respect of the Client by Action Renewables, but is provided by another Certification body, then if (following complaints received by Action Renewables from customers of the Client) investigations of complaints against the Client are carried out by Action Renewables relative only to installations implemented when Action Renewables provided such Certification, the provisions of clause 2.7 above shall apply.

2.9 For the avoidance of doubt, in accordance with the Microgeneration Installation Standard MCS001 as amended from time to time (which is binding in its entirety on the Client), the Client shall comply with the requirements of the MCS independent arbitration process framework ("the framework") by entering into the arbitration process when a customer of the Client requests arbitration, subject to the making of a financial contribution by the Client and to the limitations set out in the framework. The Client should ensure that its terms and conditions with its customers include a provision that where requested to do so by any customer, it will engage in arbitration in accordance with the framework, and will accept the decisions of the arbitrators as final, conclusive and binding.

2.10 Where required audits shall also be undertaken at service and/or installation locations identified by the Client and selected by Action Renewables.



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- 2.11 The Client shall ensure that Action Renewables' assessors and those acting on behalf of Action Renewables, are accompanied at all times by a representative of their Company. The Client's representative shall operate any equipment or machinery including computer terminals to access information.
- 2.12 The Client shall maintain a record of complaints, failures and remedial actions taken.
- 2.13 The Client shall give notice in writing of any change in legal constitution, trading of title, address, changes to technical staff or other significant particulars and declarations upon which the current certificate was granted. Such notice will be given to Action Renewables within 30 days of any change becoming effective.
- 2.14 The Client may claim to be Certified only in respect of the scope for which Certification has been granted
- 2.15 The Client must conform to the Microgeneration Scheme Guidance documentation as published by DECC.
- 2.16 The client must not supply any products, processes or systems which do not comply with the Certification requirements. For further information refer to www.microgenerationcertification.org.
- 2.17 If the microgeneration installation process ceases to be certified or the Certification is cancelled or suspended, the Client shall cease using and will remove any mark or logo (both MCS and Action Renewables) and notified body number from promotional material, and return any Certification documents as required by Action Renewables.
- 2.18 The Client will not use its Certification in such a manner as to bring Action Renewables into disrepute and will not make any statement regarding its Certification which Action Renewables may consider misleading or unauthorised.
- 2.19 The Client will endeavour to ensure that no Certificate or report nor any part thereof is used in a misleading manner.
- 2.20 In making reference to its Certification in communication media such as documents, brochures, or advertising the Client will comply with the requirements of Action Renewables and the most recent Brand Guidelines document (The Certification Mark for Onsite Sustainable Energy Technologies). Breach of these guidelines may result in withdrawal of Certification or if necessary legal action.

3.0 Rights and responsibilities of Action Renewables

- 3.1 Action Renewables will only grant Certification when the Client has demonstrated compliance with the relevant requirements of the MCS. Action Renewables may at any time make changes to the Certification requirements which are necessary to comply with any revised safety or other statutory requirements which may be applicable, or which are necessary to comply with the relevant standards or to meet the requirements of the relevant accreditation authority (UKAS). The Client shall comply with the changes as soon as reasonably practicable after notification of such changes.
- 3.2 Action Renewables shall hold a list of all currently certified microgeneration installation companies and make these available to interested parties upon request.
- 3.3 Action Renewables reserves the right to change or revise its standards, criteria, methods of assessment or procedures. However reasonable notice will be given to the Client such that continued conformance with Action Renewables' requirements is possible.
- 3.4 Action Renewables, its employees and sub-contractors agree to maintain as confidential and not to use or disclose to any third party any information derived from the Client during an assessment or in connection with the Certification Services being supplied, without the consent of the Client except where it is necessary to enable Action Renewables to perform its services.

Exceptions are:

- Information which was already in the possession of Action Renewables prior to its disclosure by the Client or which subsequently comes into its possession free from any obligation of confidentiality; or
- Information which has been independently developed by Action Renewables; or
- Information which is or shall lawfully become part of the public domain; or
- Information which is necessary to enable Action Renewables to achieve or maintain approval and/ or accreditation.

4.0 Fees

- 4.1 The Client shall pay to Action Renewables registration and assessment fees set out in the current fee schedule upon application and upon annual re-application. Initial assessments will not be conducted unless the relevant fee has been paid.
- 4.2 If the client has paid the required fees but has not provided the required information or arranged access for either an office or technical assessment within 12 months, the application shall be withdrawn by Action Renewables. The fee submitted will be refunded to the client and an administration fee of £100 (+ VAT) shall be deducted. The client shall be required to reapply and pay the current fee.



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- 4.3 If the client decides to withdraw from the certification process after either an office or technical inspection has been carried out, only this portion of the fee will be refunded. The registration fee is non-refundable. If both the technical and office assessment have been carried out then no refund will apply.
- 4.4 All charges quoted to the Client for the provision of Certification Services are exclusive of any Value Added Tax at the applicable rate.
- 4.5 All other fees payable to Action Renewables (e.g. for additional assessments) shall be paid by the Client within 30 days of the date of Action Renewables' invoice unless a shorter period is agreed. If payment is not received by the due date, Action Renewables may suspend or withdraw Certification.
- 4.6 If payment is not made by the due date, Action Renewables may exercise its right to claim statutory interest at the current prescribed rate unless otherwise agreed between the parties.
- 5.0 Health & Safety**
- 5.1 Where Action Renewables' personnel and sub contractors are required to access the Client's property for the purposes of conducting the assessment, the Client shall provide unhindered access together with all relevant working facilities required by Action Renewables and shall provide safe access and a safe working environment which complies with all health and safety law requirements.
- 5.2 The Client shall make full and immediate written disclosure to Action Renewables of all relevant information concerning any defect or potential hazards associated with the microgeneration installation process as soon as they become aware of it.
- 6.0 Warranties and liabilities**
- 6.1 Action Renewables warrants to the Client that the Certification Services will be undertaken using reasonable care and skill.
- 6.2 Action Renewables shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 6.3 Except in respect of death or personal injury caused by Action Renewables' negligence, or as expressly provided in these Terms, Action Renewables shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Action Renewables, its servants or agents or otherwise) which arise out of or in connection with the provision of the Certification Services or their use by the Client and the entire liability of Action Renewables under or in connection with the Agreement shall not exceed the amount which has actually been paid by the Client to Action Renewables for the provision of the Certification Services.
- 6.4 Except in respect of death or personal injury, the Client will look only to Action Renewables (and not to any individual engaged by Action Renewables, including any directors of Action Renewables) for redress if the Client considers that there has been any breach of this Agreement. The Client agrees not to pursue any claims in contract, tort (including negligence) or for breach of statutory duty against any individuals working for and on behalf of Action Renewables in carrying out its obligation under the Agreement at any time, whether named expressly in the Agreement or not.
- 6.5 Action Renewables shall endeavour to meet the timescales communicated to the Client upon receipt of application and fees and shall not be liable for any losses arising from any delay.
- 6.6 Action Renewables assumes no responsibility for defects or failures in service by the Client to its customers. Certification does not imply or express any warranty of any kind with respect to the Client's microgeneration installation services.
- 6.7 The Client agrees to indemnify Action Renewables against any losses suffered by or claims made against Action Renewables as a result of any breach by the Client of the Agreement including, but not limited to, misuse by the Client of any Certification granted by Action Renewables under this Agreement.
- 7.0 Suspension and Termination of Certification**
- 7.1 In the event of suspension or termination of the Agreement, Certification shall immediately cease to be valid.
- 7.2 Either party may terminate the Agreement by giving 90 calendar days notice in writing to the other.
- 7.3 Action Renewables may immediately suspend any Certification granted due to unsatisfactory performance, unsatisfactory results in meeting requirements of re-examination, unsatisfactory quality system or nonconformance with any part of the Agreement.
- 7.4 Either party may terminate the Agreement forthwith by notice in writing to the other if the other:



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7.4.1 commits a breach of the Agreement which, in the case of a breach capable of remedy, shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy;

7.4.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under the Agreement or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

7.5 Once the Agreement has been accepted, by signing the application form, the Client will be liable for all charges and costs incurred and committed until the date of termination.

7.6 Suspension or termination of the Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Agreement as at the date of suspension or termination and, in particular, but without limitation, the right to recover damages against the other. The provisions of sub-clauses 2.14, 3.4, 6.2, 6.3, 6.4, 6.6, 6.7 and 14 shall survive any termination.

8.0 Assignment

Certificates remain the property of Action Renewables. The Client shall not assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Agreement, without the prior written consent of Action Renewables.

9.0 Third parties

Save as expressly provided in the Agreement, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties, their permitted successors and assignees).

10.0 Entire agreement

The Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any understanding or arrangement, which is not expressly set forth in the Agreement.

11.0 Waiver

No failure or delay on the part of either party hereto to exercise any right or remedy under the Agreement shall be construed as or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy, as the case may be. The rights and remedies provided in these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law.

12.0 Notices

A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by pre-paid first class post or facsimile to the intended recipient's address given in the Agreement or to any other address supplied with reference to and in accordance with this clause to the other party hereto at their address for the purposes of service under the Agreement. A notice delivered personally shall be deemed to have been served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting. Where any notice is given by facsimile service of the same shall be deemed to be effected upon receipt of the normal confirmation of receipt.

13.0 Severability

If any provision of the Agreement is held to be invalid or unenforceable such provision shall be deemed to be severed from the Agreement and the remaining provisions shall remain in force.

14.0 Governing law

This Agreement shall be governed by and construed in accordance with Northern Ireland Law and the parties hereby submit to the exclusive jurisdiction of the Northern Ireland courts.