

SCHEME RULES & CONTRACT

PAS 2030, COMPETENT PERSONS
&
FLEXI-ORB SCHEMES



Contents

1. Introduction	2
2. Application for Certification	2
3. Certification, Self-Certification, Listing and Identification	3
4. Maintaining Approval and Certification	4
5. Complaints	4
6. Sanctions	5
7. Termination of Certification / Approval	6
8. Appeals	6
9. BFC General Terms and Conditions	7
Contract Signatures	9
Annex 1 PAS 2030	10
1. Assessment for Approval and Certification	10
2. Maintaining Approval and Certification (On-going Surveillance)	10
Table 1 Risk Assessment	12
Table 2 Surveillance Rates Resulting from Retrofit Installer's Risk Assessment	12
Table 3 Surveillance Rates by Tier	12
Table 4 Measure Surveillance Tier Allotment & Surveillance Distribution	13
3. Green Deal Mark Authorised User Agreement	15
4. Minimum Vocational Qualifications	16
Annex 2 Competent Persons Scheme (CPS)	17
1. Application	17
2. Self-Certification	17
3. Assessment for Approval and Certification	17
4. Maintaining Approval and Certification	18
5. Competent Persons Scheme Monitoring	18
6. Technical Helpline	18
7. Minimum Technical Competencies (MTC's)	19
8. Competent Person (CPS) Financial Protection Requirements	19
Annex 3 Flexi-Orb Scheme	20
1. 1.Assessment for Approval and Certification	21
2. Surveillance	22
Document Change Record	23

1. Introduction

- 1.1. Blue Flame Certification Ltd (BFC), operates PAS 2030 (and throughout this document refers to 2023 Edition) and Competent Persons Schemes with Accreditation awarded by the United Kingdom Accreditation Service (UKAS). The Schemes requirements are documented within the Schemes Standards; PAS 2030 (specification for the installation of energy efficiency measures in existing dwellings and insulation in residential park homes), Green Deal Code of Practice (current version), Conditions of Authorisation as set out by the DLUHC under Schedule 3 of the Building Regulations which allows companies to self-certify work under CPS, the Minimum Competence Requirements for work undertaken through Competent Persons Schemes Approved under Schedule 3 of the Building Regulations (England and Wales) [commonly referred to as the MCR document], and BS EN ISO/IEC 17065 (and throughout this document refers to 2012 Edition) with reference to PAS 2031 (and throughout the document refers to the 2019 Edition) Certification of Energy Efficiency Measure (EEM) installation in existing buildings and insulation in residential park homes.
- 1.2. BFC operates a Scheme Flexi-Orb, which is a trading name of Certi-fi, who are the Scheme owner. The Scheme is Accredited by UKAS, against the requirements of BS EN ISO 17065:2012 and the Standard INS-001 Installation of Solar Voltaic, Electrical Energy Storage, and Electric Vehicle Charge Point Systems.
- 1.3. To undertake these activities BFC currently do not require any form of external financial support to undertake its activities. All finances are currently provided by existing reserves.
- 1.4. BFC reserves the right to amend these Scheme Rules & Contract at its discretion. Approved installers must ensure that they are in possession of the current version of these Scheme Rules & Contract. These are available on the BFC website www.blueflamecertification.com

Retrofit Installer Scheme (PAS 2030)

This Scheme provides Certification and Approval for companies that are, and continue to be on an on-going basis, assessed as being competent to install and Certify Energy Efficient Measures (EEM) and compliant against the requirements of PAS 2030 (please refer to Annex 1 of this Rules and Contract document for details)

Competent Persons Scheme (CPS)

This Scheme provides Certification for companies that are, and continue to be on an on-going basis, assessed as competent to install and self-certify that the work as described within the terms of their approval is compliant with the requirements of Building Regulations (please refer to Annex 2 of this Rules and Contract document for details)

Flexi-Orb Scheme

Flexi-Orb has developed this Scheme for the Installation of Solar Photovoltaic, Electrical Energy Storage, and Electric Vehicle Charge Point Systems (INS-001) for Certified Installers who wish to further evidence that their installations of these products, together with their quality management system for installation of the product(s), are designed and safely installed in compliance with the requirements of the Scheme.

2. Application for Certification

- 2.1. Application for Certification must be made by submitting a fully completed and signed GD 01 Application Form for all Schemes and CPS 01a for CPS Operatives. Applications for any extensions to PAS 2030 scope must be made on form GD 43. In signing an application form the company enters into an agreement as detailed in this document. The applicant must also declare evidence of financial viability, that there are no outstanding legal investigations, confirmation of at least 6 months trading or other evidence to support viability etc.

The applicant will be required to provide evidence of business and financial stability, this will involve providing a current (less than 3 months old) Experian Credit Score for the company, all its directors and persons of significant control (PSC's). As an alternative, a 'Credit Safe' Report maybe accepted with prior agreement. No application will be progressed until all the necessary information has been provided and reviewed. BFC will assess the applicant on the basis of these submissions. BFC may also use other intelligence sources of information, such as Companies House data and other Certification Body information, to assess the applicants suitability for acceptance onto its Schemes. After Approval, BFC may request this information again at any point during a business's Approval with them.

- 2.2. Applications will be reviewed and BFC reserves the right, at its sole discretion, to reject any application without providing reason throughout the process.
- 2.3. Companies (including sole traders) wishing to achieve certification and approval under the Schemes as described above must allow access at all reasonable times to BFC, Scheme owner, its employees and to UKAS representatives for the purposes of assessment to achieve initial certification and approval, surveillance at periods determined by BFC, Re-Certification at periods as defined by the specific Scheme, and any other associated activities such as complaint/appeals investigations.
- 2.4. These Scheme Rules & Contract, together with the pro-forma Invoice for advance payment will be submitted to you as an applicant. A returned signed copy is required, and appropriate fees must be paid, prior to commencement of the approval, surveillance or re-certification processes as detailed on the submitted pro-forma.
- 2.5. By receipt of payment for services as 2.4 above and return of the countersigned copy of this document, the company confirms adherence to the requirements of the Scheme(s) for which they are seeking approval or hold approval and/or registration. The company has read and understood and agrees to all sections of this document.
- 2.6. Any payments received by BFC for the provision of Certification Services for the Flexi-Orb, Competent Person, and PAS 2030 Schemes for initial approval prior to HO/site visits and/or on-going surveillance will be non-refundable in the case where the audit process has commenced and / or failure to close out any reported non-conformities.
- 2.7. Whilst Installers may be approved by more than one PAS 2030 Certification Body, they cannot hold certification for any individual measure for which they are either applying or hold current membership for with more than one PAS 2030 Certification Body for those measures. For new applicants, where an Installer holds certification with more than one PAS 2030 Certification Body, they agree to relinquish the approval for those measures on achieving successful approval with BFC.
- 2.8. As part of either a PAS 2030 transfer or new application, BFC requires you to sign the declaration on the GD 01 Application Form and to disclose and confirm that you will rectify any outstanding complaints, non-compliance or requested remediation from any approvals held with a previous Certification Body. Failure to resolve outstanding complaints, non-compliances or complete requested remediation covered by previous approvals, irrespective of when they have been identified, may result in applicable sanctions being imposed by BFC.

3. Certification, Self-Certification, Listing and Identification

- 3.1. Certification and database listing will be provided in accordance with the requirements of the appropriate Scheme.
- 3.2. Certification will be demonstrated by the issue of a BFC Certificate, indicating the scope of Approval (measures, technologies, or work type) which will be valid for one (1) year from the results of the initial audit or on-going rolling programme of surveillance visits. Audits may be triggered as a result of any complaints received from any source or within any time period at a fee, rate determined by BFC.

- 3.3. For CPS individual Registrants, a Membership card will be issued describing the work types the member is approved for, photograph of the member, the BFC ID number and date of expiry.

4. Maintaining Approval and Certification

- 4.1. Continuing certification and approval as a PAS 2030 retrofit installer; Flexi-Orb installer or Member under the CPS scheme is subject to satisfactory on-going rolling programme of HO and site audits which are conducted in accordance with the appropriate standards as described in annexes 1-2-3

General Conditions

- 4.2. Prompt action in resolving customer complaints is required. (timescales as described within the relevant Annex). Delays or failure to resolve justified complaints as determined by BFC investigation may affect on-going approval/certification.
- 4.3. During any period of approval and certification against PAS 2030, Flexi-Orb or as a competent person, you must inform BFC without delay of any changes e.g.: company name/registration/communication details, changes of personnel, financial status or any other circumstances.
- 4.4. BFC will issue an initial certificate valid for 12 months following a successful approval process. A new 12 month certificate will be issued on the expiry of initial certification, or when details on the certificate are no longer valid, subject to payment as described within clause 2.4 and satisfactory results prior to the expiry of currently held Certificates. If a member requires a duplicate certificate of approval or CPS identification card, BFC will levy a fee. If a duplicate Certificate of Approval or Identification card is required due to an error on the part of BFC these will be provided free of charge.
- 4.5. Retrofit PAS installers, Flexi-Orb installers or CPS registrants wishing to extend their scope of approval via additional PAS 2030 measures, Flexi-Orb technologies or competent person work types, may apply either verbally or by correspondence to BFC. An extension to scope application form GD 43 will be submitted for completion, and on return an invoice will be submitted. If the extension application is requested to proceed a site audit will be arranged for the measures/technologies/work types to be added where required. If the audit confirms successful outcomes an additional certificate of approval will be issued.
- 4.6. Retrofit/Flexi-Orb installers/competent person scheme members requesting a reduction of approved scope will have an addendum made to their current approval or audit report as appropriate as a record of reduction of their scope of approval.

5. Complaints

- 5.1. In the event of any complaint from any source, BFC will contact the installer to resolve any issues and if actioned and closed to the satisfaction of the complainant and BFC within 5 working days of initial contact by the member, there will be no charge, providing there is no need for a BFC site visit.
- 5.2. If further action is required by BFC a Fee will be charged for the further investigation of a complaint that necessitates either a desktop, office or site investigation.
- 5.3. If a desktop investigation is undertaken this will entail a Fee of £50 + VAT payable by installer. If this escalates to a site or office visit this will entail an additional Fee of £140 + VAT + travel and subsistence (capped at a maximum amount of £385 + VAT payable by the member).
- 5.4. All Fees will be charged to the BFC Approved Business at our normal daily rate at the time of the investigation (prices available on request). Travel, accommodation and subsistence will also be charged where appropriate and any additional costs incurred from third parties, such as any dispute resolution service, will be charged to the BFC Approved Business, with a 10% administration fee added.
- 5.5. Failure to pay any fees related to a complaint will result in termination of Certification / Approval, see Clause 7.

- 5.6. Installer must co-operate with BFC, and complete as part of any investigation, a root cause analysis and submit a detailed report to include corrective and preventative actions (BFC will provide Template report form and Guidance)
- 5.7. Installer must inform consumers with a summary of findings emanating from the complaint investigation to Include detail of any remedial work required and also include a detailed remedial plan.
- 5.8. If the installer cannot undertake remedial work an alternative tradesman must be identified and appointed by either the homeowner or client, all costs to be met by the client.
- 5.9. All complaints must be responded to (within 5 working days refer to 5.1 above) and remediated within 10 working days unless stated differently in appropriate Annex to avoid additional charges.
- 5.10. You must comply with any guidance provided by BFC. You must comply with any BFC decision regarding customer complaints.
- 5.11. Should any complaint be escalated to the Appeals process (Clause 8) installer will be liable for any costs incurred by BFC.
- 5.12. You must not engage in any activity or practice which may result in public criticism of BFC.

6. Sanctions

- 6.1. BFC has the right to suspend or withdraw membership of any installer by way of giving notice in writing for any of the reasons as detailed below:
 - 6.1.1. The installer fails to notify BFC of any installation that it has completed.
 - 6.1.2. The installer fails or refuses to undertake corrective and remedial work for any installation it has undertaken where work is required following any inspection by BFC or any complaint from a consumer.
 - 6.1.3. The installer in the opinion of BFC has a record of failure(s) to comply with Building Regulations applicable to their scope of approval/registration, or unacceptable number of non-compliances and/or consumer complaints (for the purposes of this Clause an unacceptable rate of customer complaints is 2% of installations and 5% of properties inspected found to have failures to comply with Building Regulations).
 - 6.1.4. The installer fails to respond to required payments related to the terms and scope of their approval/registration with BFC.
 - 6.1.5. It is ascertained that the installer made a false declaration during application, approval, re approval, surveillance and any on-going audit process as applied by BFC.
 - 6.1.6. The approved installer submits any fraudulent information or documentation applicable to anybody/organization that has an interest in the measures/technologies installed.
 - 6.1.7. The installer commits a breach of these Scheme Rules & Contract.
 - 6.1.8. The installer fails to maintain its warranty obligations.
 - 6.1.9. The installer becomes insolvent or applies for or enters into voluntary liquidation or subject to compulsory liquidation.
 - 6.1.10. The installer commits any act of bankruptcy.
 - 6.1.11. The installer, or any of its Affiliates, embarrasses BFC or otherwise brings BFC or any of the associated Schemes for which the installer is Approved into disrepute by engaging in any act or

omission in relation to this Contract which is reasonably likely to diminish the trust that third parties, such as the public places in BFC.

- 6.2. Installers may appeal against any decision made by BFC relating to the above descriptors as described within Clause 8 of this document.

7. Termination of Certification / Approval

- 7.1. Certification / approval may be terminated by:

- the failure of a certificate holder to pay any fees.
- The certificate holder voluntarily withdraws from a scheme.
- As a result of mandatory improvement actions being identified during audits and not being addressed within the agreed timescales,
- Via unsatisfactory outcomes from investigation of complaints e.g. failure to resolve customer complaints that are upheld by BFC
- Refusing to cooperate with BFC
- You endanger the validity of our logos

- 7.2. If suspension of certification/approval is instigated after the raising of improvement action reports (IAR's) which have not been addressed within the agreed timescale, or for any other reason, certification/approval will be withdrawn. When termination of certification/approval is undertaken the certificate holder will be informed of the reasons in writing.

- 7.3. In the event that certification/approval is terminated or expired, the certificate holder shall return any certificate of approval, and/or card that has not expired to BFC. Also, they must remove all use of the BFC logo, the green deal approved installer mark, the Flex-orb Logo, and shall take all reasonable steps not to make misleading claims regarding the scope of work that had been covered by certification.

- 7.4. In the event of a non-compliance with Building Regulations, referral to the local authority building control may be required as detailed within the Annexes of this document.

- 7.5. BFC accepts no liability for any loss, or costs incurred that the certificate holder/scheme member incurs as a result of their scheme membership being terminated or suspended.

8. Appeals

- 8.1. Approved companies/sole traders or applicants can appeal to BFC against any decision in respect of their application or Certification being suspended, refused or terminated.

- 8.2. Appeals must be notified to BFC in writing addressed to the Scheme Manager (address below) and a fee, to be agreed, submitted which will be refunded if the appeal is successful.

- 8.3. Clients have the right to be represented at an appeal hearing after notifying BFC that they wish to be represented. Representation may be a friend, colleague, trade union representative or legal counsel.

- 8.4. The appeal must be submitted within thirty (30) days of notification. BFC will convene an appeals panel, consisting of the Scheme Manager and a member of the Governing and Impartiality Board nominated by its chair with the date and panel constitution notified to the appellant in writing.

- 8.5. Clients have the right to object to any member of the panel, or the date(s) suggested, and BFC will re-constitute an alternative. The appeal will be held within thirty (30) days of receipt of request from the appellant with the results notified in writing within five (5) days after the close of the appeal hearing.

- 8.6. Client has a final right of appeal against the initial appeals' findings and an independent arbitrator will be appointed by the Chair of the Governing and Impartiality Board to mutual agreement, whose decision will be final. All costs involved with independent arbitration will be the appellant's responsibility.

9. BFC General Terms and Conditions

- 9.1. BFC reserves the right to amend the conditions and terms of these Scheme Rules & Contract at any time, without the need for an Approved Installer to resign the Contract. When signing this Contract, Approved Installer acknowledges that they are bound at any time by current version of the Scheme Rules & Contract in force. Approved installers must ensure that they are in possession of the current version of these Scheme Rules & Contract. These are available on the BFC website www.blueflamecertification.com. Any changes or amendments to these Scheme Rules and Contract, including any requirements to meet Standards / Regulatory changes, must be met and implemented by all Certificate holders approved installer / members. Changes to this document are detailed in the change record at the end of this document.
- 9.2. You will be granted a non-exclusive license to use the BFC logo, in accordance with the current edition of our Brand Guidelines in relation to the BFC schemes, provided that such use is limited to the scope of your PAS 2030, Flexi-Orb approval/CPS membership and certification. You are permitted to use the approved Installer Green Deal and Flexi-Orb marks if satisfactory audit of green deal code of practice and Flexi-Orb has been met. Your right to use the logos will continue until certification is terminated in accordance with Clause 7.
- 9.3. You must comply with any guidance provided by BFC. You must not engage in any activity or practice which may result in public criticism of BFC or the PAS 2030/green deal/competent person/Flexi-Orb schemes.
- 9.4. Certification/approval may be terminated by immediate written notice subject to sections 7 and 8 above
Note: Committing a breach of these terms will result in the sub-sub license for use of the PAS 2030 / Green Deal Mark to be withdrawn.
- 9.5. You fail to resolve customer complaints as requested by BFC
- 9.6. All approval and assessment fees are for a 12 month period .
- 9.7. Termination of Certification/approval will not affect any existing rights and/or claims that we may have against you and will not relieve you from fulfilling your obligations which accrued prior to termination.
- 9.8. BFC may enjoy the benefit and enforce the terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 9.9. BFC will handle your data in accordance with GDPR. Data will be used for certification and registration purposes and your details may be shared with central and local Government departments or Government appointed scheme operators or as required by law if it is relevant to your scope of Certification / approval. For the operation of the schemes, BFC will share your details with any consumer protection bodies. BFC may share your data within the BFC Group of companies.
- 9.10. BFC confirms that it will make available upon request (adhering to the UK General Data Protection Regulations (UKGDPR)) the following information:
 - 9.10.1. Details of retrofit installer/CPS/Flexi-Orb approvals (or parts of approval), suspended or withdrawn.
 - 9.10.2. Confirmation that the details as outlined above have been submitted to the Green Deal Oversight & Registration Body (GD ORB) for inclusion within the National Databases of PAS 2030 / Green Deal Installers, register of competent persons and Flexi-Orb database.
 - 9.10.3. Confirmation that a complaint(s) has been received and/or investigated.
 - 9.10.4. Upon request confirmation that an Installer is in possession of BFC approval or otherwise, for the PAS 2030 /green deal (measures)/competent persons (work types) Flexi-Orb technologies concerned.

- 9.11. CPS Members must provide a BFC recognised independent financial protection /warranty / insurance backed guarantee to provide consumers with protection for a minimum of six (6) years from the date of completion of work to dwellings to enable correction of work (which has been self-certified under the BFC CPS Scheme) which is non-compliant with Building Regulations where the Member cannot do so e.g. due to no longer trading. BFC will reject any notification that does not provide the necessary financial protection /warranty / insurance backed guarantee.

Note: Where members are subcontractors to a main contractor such liabilities lie with the main contractor to meet this requirement e.g.: for new house warranties. Only BFC recognised warranties that are listed on the BFC Work Notification area of the BFC website at the time of notification will be accepted.

- 9.12. PAS 2030 measures currently require an insurance backed guarantee for periods between two (2) to twenty-five (25) years dependent upon the particular measure, details are available from the appropriate agency responsible for oversight of the PAS 2030 installations.



Blue Flame Certification Ltd (BFC).

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Registered Office:

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Newcastle under Lyme, Staffs,
ST5 1DU

Department for Energy Security & Net Zero

55 Whitehall
London
SW1A 2HP

Web: <https://www.gov.uk/guidance/contact-desnz>

Building Safety Regulator

Redgrave Court
Merton Road
Bootle
Merseyside
L20 7HS

Tel: 0300 790 6787

Web: <https://www.gov.uk/guidance/contact-the-building-safety-regulator>

Ministry of Housing, Communities & Local Government

2 Marsham Street
London
SW1P 4DF

Web: <https://www.gov.uk/guidance/contact-the-ministry-of-housing-communities-and-local-government>

THIS CONTRACT is made on the [DAY] day of [MONTH] [YEAR] (the “Contract”)

BETWEEN:

Blue Flame Certification Ltd (BFC)* (Company Registration Number 5182566) whose registered office is at: 6 Marsh Parade, Newcastle under Lyme, Staffordshire, ST5 1DU whose Head Office address for all correspondence is 1st & 2nd Floor, No 1 Endon Road, Norton le Moors, Stoke on Trent, ST6 8NA, United Kingdom (*the Certification Body”)

and

GREEN DEAL / PAS 2030 / COMPETENT PERSON/FLEXI-ORB ** (delete as appropriate)

«Company_Registered_Name»

(Company Registration Number «Company_Reg_No»)

whose registered office is at:

«Registered_Address_1»

«Registered_Address_2»

«Registered_Town»

«Registered_County»

«Registered_Post_Code»

and whose Company Trading Name is:

«Company_Trading_Name»

trading at

«Trading_Address_1»

«Trading_Address_2»

«Trading_Town»

«Trading_County»

«Trading_Post_Code»

(“the Client”)

THESE SCHEME RULES & CONTRACT HAVE BEEN ENTERED INTO ON THE DATE STATED ABOVE:

Signed by the Parties’ authorised representatives:

For and on behalf of:

Blue Flame Certification Limited

For and on behalf of:

«Company_Registered_Name»

Signature:

Signature:

Name: Richard Payne

Name:

Title: Scheme Manager

Title:

ANNEX 1: PAS 2030 Scheme**1. Assessment for Approval and Certification**

- 1.1 The assessment will be conducted in accordance with the current issues of the following standards, PAS 2030, and the Building Safety Regulator best practice.
- 1.2 Assessment will cover both the company's office management and quality management system (QMS) and on-site work, which may be in progress or post completion and must be as a minimum one installation for each area of work being applied for.

The QMS will be audited as part of the Head Office audit. If any Non-Conformances are identified, an Improvement Action Report (IAR) will be raised requiring submissions of corrective actions and supporting documentation to the timescale as instructed by the BFC auditor. Non-Conformances may be categorised as Major, Minor or observation. Failure to provide satisfactory evidence of corrective actions and supporting documentation within the given timescale will result in the application not being progressed.

- 1.3 If corrective actions and confirmations do not adhere to this deadline the audit may not proceed to a site visit and the applicant will be required to re-submit a new application at cost. If during site visits an improvement action report is raised the corrective actions and supporting documentation required to be submitted will also be to the timescale as instructed by the BFC auditor.
- 1.4 The duration and costs of assessments will depend on the number of measures applied for and the sites required to be visited to acquire sufficient evidence of compliance.
- 1.5 If areas for improvement (mandatory or recommended) are identified during assessment further visits may be required (at client cost) to clear and close them out unless they are of a nature that can be addressed by correspondence.
- 1.6 An initial assessment, scope extension and re-approval may result in a recommendation by the assessment team for approval/continuation of approval. This recommendation will be subject to approval by BFC who will make the final decision.
- 1.7 PAS 2030 approved retrofit installers operatives will be required to produce Identification carrying the green deal mark (if green deal approved) and details of which measure they are approved to install.
- 1.8 BFC will provide the GDORB details of retrofit installers it has approved and certificated for inclusion into the national database of approved PAS 2030 retrofit installers.
- 1.9 PAS 2030 measures, must be notified to BFC within 7 days of the work being completed, including confirmation whether the installation was commissioned directly by the customer, through a green deal provider or any other funded route. A pro-forma spreadsheet is available from BFC for this purpose.
- 1.10 Failure to notify measures will result in approval/certification being removed by BFC.

2. Maintaining Approval and Certification (On-Going Surveillance)

- 2.1 The QMS will be audited via a head office visit on a rolling programme basis according to work activities notified to BFC. If any non-conformances are identified an improvement action report (IAR) will be raised requiring submissions of corrective actions and supporting documentation to the timescale as instructed by the BFC auditor..

Non-Conformances may be categorised as Major, Minor or observation.

If any Non-Conformances are identified an Improvement Action Report (IAR) will be raised requiring submissions of corrective actions and supporting documentation within the given timescale. If no response is received the approval and certification will be suspended. If no further response is received

within 30 working days, approval and certification will be removed. Refer to clause 8 of this document relating to rights of Appeal.

- 2.2 Site visit audits (which will also be undertaken on rolling programme basis according to work activities notified to BFC) will follow the requirements as laid down below:

Surveillance at location of the retrofit installers recorded pre-installation building inspection activity and installation activity both during and after completion, will be carried out in accordance with the schedule and table as below in relation to and representative of the range of measures for which the retrofit installer has been certified.

During or after installation, surveillance of installations will be on a random selection basis, but any non-conformity highlighted or complaints raised will influence this decision. Surveillance will be carried out on, as a minimum, at least one physical inspection of each measure certified every 12 months.

If a suitable example is not available this will be undertaken by surveillance of ongoing capabilities and competencies held (this may be carried out against analogous work). If one of these alternatives are used the retrofit Installer must notify BFC in the first occurrence of an installation of a relevant measure against the requirements of PAS 2030:2019 which will provide an opportunity for retrospective inspection and evaluation.

After two consecutive cycles of these alternatives, BFC shall consider the withdrawal of approval for that measure. This will be considered on a case by case basis.

On conclusion of each surveillance cycle a risk assessment as described in Table 1 below will be used to ascertain a 'Risk Score' for the retrofit installer.

The total 'Risk Score' from Table 1 will be used in conjunction with Table 2 below which will then identify the surveillance protocol.

The surveillance rate as per Table 2 below will be applied to each approved measure Tier as Table 3 below which identifies the % of surveillances we will carry out for each approved measure applying a minimum of 1 inspection per approved measure.

Risk assessments will be maintained on a regular basis.

- 2.3 The interval between site audits of certificated installations will be undertaken on an on-going rolling programme basis as required.

Table 1 - Risk Assessment

Risk Issue	Factor	Score
Non Conformities Raised in Preceding Certification Period - Health & Safety Risk to life - Three or more major non conformities* - One or two major non conformities* - Multiple minor non conformities* - Isolated minor non conformities* - No non conformities *Note: Non conformities will include any non-life threatening Health & Safety issues	12 12 4 2 1 0	
Repetition of Non Conformities over time - Same major non conformities repeated indicating failed preventive action - Same minor non conformities repeated indicating failed preventive action - No repetition of non-conformities	4 2 0	
Complaints Escalated to BFC the Preceding Certification period - Multiple(>2) substantiated complaints indicating failed complaint management - One or Two substantiated complaints indicating problems with complaint management - Single substantiated complaints indicating problems with complaint management - No complaints escalated to BFC, or those escalated are that are dealt without revealing any problems with complaint management	4 2 1 0	
Reliance on Sub Contract Installers(Ref. PAS 2030:2019 Clause 6.6) - Use of large proportion of sub-contractors who are not Approved and Certificated against PAS 2030 (all versions) - Use of large proportion of sub-contractors who are approved and Certificated against PAS 2030 (all versions) - Retrofit Installer does not use any sub-contractors	4 1 0	
Other Risk Factors - Failure to act on BFC requirements and/or instructions within prescribed timescales - Significant changes made to key personnel within the retrofit installer affecting their capabilities - Failure to notify BFC of any changes to the retrofit installer's structure, organisation, etc. - Feedback to BFC alleging non-compliant work by reliable third parties - No other Risk factors	4 2 1 1 0	

Table 2 - Surveillance Rates Resulting from Retrofit Installer's Risk Assessment

Total from Table 1 above	Surveillance Rate
12 or more	Punitive Surveillance Rate
6-11	Standard Inspection Rate
1-5	Reduced Inspection Rate

Table 3 - Surveillance Rates by Tier

Measure Tier (allotted as Table 4 below)	Punitive Rate % (distributed as Table 4 below)	Standard Rate% (distributed as Table 4 below)	Reduced Rate % (distributed as Table 4 below)
Tier 1	3	2	1
Tier 2	7	5	3
Tier 3	10	7	4

Table 4 - Measure Surveillance Tier Allotment & Surveillance Distribution

4.1 Category BFM (Building Fabric Measures)								
Measure	Measure Type	Measure Reference	Current Annex	Surveillance Tier	Pre-Install Surveillance%	Mid-Install Surveillance%	Post-Install Surveillance%	Floating%
Cavity Wall Insulation including that installed in party walls	As measure	BFM.1	B1	2	30	15	35	20
Draught Proofing	As Measure	BFM.2	B2	1	Not specified			
Energy Efficient glazing and doors including replacement insulating glass units(IGU)	As Measure	BFM.3	B3	1	Not Specified			
External Wall Insulation	1. Site rendered external wall insulation systems	BFM.1	B4	3	25	40	20	15*
	2. Pre-Finished external wall insulation systems	BFM.4.2						
Flat Roof Insulation	As measure	BFM.5	B5	3	20	40	20	20
Floor Insulation	As Measure	BFM.6	B6	3	20	40	20	20
Hybrid wall insulation	As Measure	BFM.7	B7	3	25	40	20	15*
Internal Wall Insulation	As Measure	BFM.8	B8	3	25	40	20	15*
Loft Insulation	1. Roll Insulation	BFM.9.1	B9	2	30	0	50	20**
	2. Blown Insulation	BFM.9.2						
Pitched Roof Insulation	As Measure	BFM.10	B10	3	20	40	20	20
Solar Blind, Shutters and Shading Devices(internal and external)	1. Mechanically operated devices	BFM.11.1	B11	1	Not specified			
	2. Electrically operated devices	BFM.11.2						
Room in Roof Insulation	As Measure	BFM.12	B12	3	20	40	20	20
Insulation of Residential Park Homes	As measure	BFM.13	B13	3	20	40	20	20
4.2 Category BSM (Building Services Mechanical)								
Measure	Measure Type	Measure Reference	Current Annex	Surveillance Tier	Pre-Install Surveillance%	Mid-Install Surveillance%	Post-Install Surveillance%	Floating%
Condensing Boilers, natural gas-fired and liquefied petroleum gas-fired(domestic and non domestic)	As Measure	BSM.1	C1	1	Not specified			
Condensing Boilers, oil fired (domestic and non domestic)	As Measure	BSM.2	C2	1	Not specified			
Flue Gas Heat Recovery Devices	Devices for use with gas fired condensing boilers (domestic scale)	BSM.3	C3	1	Not specified			
Heating System Insulation	As Measure	BSM.4	C4	1	Not specified			
Heating ,Hot Water system, Air Conditioning or Ventilation system controls and components	1. Heating and hot water system controls(domestic)	BSM.5.1	C5	1	Not specified			
	2. Heating and hot water system controls (non-domestic)	BSM.5.2						
	3. Air conditioning controls	BSM.5.3						
	4. Ventilation controls	BSM.5.4						
	5. Low energy circulator pumps	BSM.5.5						
	6. Low temperature radiators and fan convectors	BSM.5.6						
Hot water Systems	1. Domestic hot water systems	BFM.6.1	C6	1	Not specified			
	2. Non Domestic hot water systems	BFM.6.2						
Mechanical Ventilation with heat Recovery	1. Domestic Ventilation systems with heat recovery	BFM.7.1	C7	1	Not specified			
	2. Non Domestic Ventilation systems with heat recovery	BFM.7.2						
Underfloor Heating	Hydraulic (wet) systems*	BSM.8	C8	2	Not specified			

Measure	Measure Type	Measure Reference	Current Annex	Surveillance Tier	Pre-Install Surveillance%	Mid-Install Surveillance%	Post-Install Surveillance%	Floating%
Warm Air heating	1. Natural gas-fired and liquefied petroleum gas-fired warm air heating systems	BSM.9.1	C9	1	Not specified			
	2. Oil-fired warm air heating systems	BSM.9.2						
	Note: Electric warm air heating systems are included under the measure electric storage heaters(see Annex D1of PAS 2030:2019							
Water efficient taps and showers	As Measure	BSM.10	C10	1	Not specified			
4.3 Category BSE (Building Services Electrical)								
Electric Storage Heaters(including electric warm air heating units that incorporate heat storage)	1. Domestic electric storage heaters	BSE.1.1	D1	1	Not specified			
	2. Non Domestic electric storage heaters	BSE.1.2						
	3. Domestic electric storage heaters with warm air heat distribution	BSE.1.3						
	4. Non domestic electric storage heaters with warm air heat distribution	BSE.1.4						
Light fittings, lighting systems and lighting system controls	1. Domestic	BSE.2.1	D2	1	Not specified			
	2. Non Domestic	BSE.2.2						

Notes to Table 4

Note 1.* Distribution of floating element restricted to pre-installation and mid-installation only.

Note 2. **Distribution of floating element restricted to pre-installation and post-installation only.

See also note to Table 2 re: reduced Surveillance

3. Green Deal Mark Authorised User Agreement

- 3.1 In signing the application and contract form(s) the named installation company enters into an agreement for the use of the green deal mark (via the sub-sub license issued by BFC) until such time that certification is withdrawn or the agreement is terminated under Clause 3.8 below.
- 3.2 The green deal mark to be utilised by approved green deal retrofit Installers (as shown in the guidelines for use of the green deal mark) is the property of the secretary of state for DLUHC who holds all copyright and goodwill associated with the green deal mark. The BFC mark (as shown in this document) belongs to us.
- 3.3 The secretary of state has licensed the use of the green deal mark to BFC. In this agreement we are licensing the use of the Green Deal Mark to you by way of your signatory verification of the sub-sub license.
- 3.4 Subject to the payment of fees as described in this document for services relating to initial approval, annual Surveillance and re-certification, we hereby grant you a non-exclusive license to use the green deal mark in Great Britain, Northern Ireland and the Isle of Man. You agree that any such use will be in accordance with the terms and conditions set out in this agreement and the Green Deal Brand Guidelines, a copy of which will be provided by BFC.
- 3.5 If any non conformances are identified when auditing the green deal additional requirements an Improvement Action Report (IAR) will be raised requiring submissions of corrective actions and supporting documentation to the timescale as instructed by the BFC Auditor.
- 3.6 We reserve the right to withdraw, substitute or add to the green deal mark if it can no longer be used or if we, or the Secretary of State, in their sole discretion, determine such withdrawal, substitution or addition will be beneficial to the green deal scheme. If this happens you will not be eligible for any compensation and the use of any substituted or additional marks shall be governed by the terms of this agreement.
- 3.7 You will keep us informed in a timely manner of all cases of actual or alleged infringement, misuse or misrepresentation concerning or connected with the green deal mark of which you become aware.
- 3.8 When installing equipment under a valid certificate issued by us you warrant to us that you will comply with the Installation Standards applicable at the time of that installation. We may terminate this agreement by immediate notice in writing to you and without being liable to you for payment of compensation if:
- 3.8.1 You commit a material breach of this agreement and (if such a breach is remediable) fail to remedy that breach within a period of 14 days after being given written notice by us to do so.
- 3.8.2 You repeatedly breach any of the terms of this agreement in such a manner as to reasonably justify our opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this agreement.
- 3.8.3 You fail to comply with the installation standards and having been notified in writing by us of the requirement to do so fail to take (at your cost and within a reasonable time) (i) remedial action in respect of such failures as have already occurred and (ii) pre-emptive measures to ensure that such failures do not recur after the receipt of such notification.
- 3.8.4 You suspend or threaten to suspend payment of your debts, or you are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
- 3.8.5 You commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or

in connection with your winding up or for the appointment of an administrator over any of your assets;

3.8.6 You cease or threaten to cease to carry on business.

3.8.7 You challenge the validity of any quality mark.

3.8.8 We, for any reason, cease to have the right to grant licenses in respect of the green deal mark.

3.8.9 Upon the termination of this agreement, you shall cease to use the Green Deal Mark, remove or obliterate it from all points of use and do nothing which might lead any person to believe that you are still licensed to use the green deal mark.

3.8.10 We are required by DLUHC and to the terms of our Accreditation awarded by the United Kingdom Accreditation Service (UKAS) to monitor your performance and to make sure that you are complying with the terms of this agreement and the brand guidelines. To allow us to do this we reserve the right to inspect your premises, your record keeping and the quality of your work. You agree that you will fully cooperate with us in this monitoring process, including allowing our representatives access to your business premises at reasonable times and upon reasonable notice having been given.

4. Minimum Vocational Qualifications

4.1 The minimum vocational qualifications requirements for work undertaken through PAS 2030 Scheme(s) can be found in the current version of PAS 2030.

Acceptable vocational qualifications can be found at www.register.ofqual.gov.uk

ANNEX 2: Competent Persons Scheme (CPS)**1. Application**

- 1.1. Applicants (business or sole trader) shall provide a minimum level of insurance cover commensurate with the range and scope of work for which they are approved and must include:

Financial protection (possible mechanisms include guarantees, insurance-backed warranties or, where appropriate, professional indemnity insurance) to consumers for a minimum of six (6) years from the date of completion of work to dwellings to enable correction of work (work which has been self-certified under the BFC CPS scheme).

Public liability insurance of not less than £2M, employers' liability £5M

Insurance backed warranties submitted must be acceptable to BFC. Acceptable companies list can be obtained from BFC.

- 1.1.1. Professional Indemnity Insurance of not less than £250,000 or as appropriate to their scope of work.
- 1.1.2. The company must demonstrate a minimum of one installation for each work area being applied for certification and within scope of BFC Accreditation, and a site inspection will be required for each of these areas of work applied for and meet the Minimum Competence Requirements for work as per Schedule 3 of the Building Regulations (England and Wales) [commonly referred to as the MCR document).
- 1.2. The fee(s) for registration and annual renewal will be detailed within the pro-forma Invoice submitted at each stage of registration processes. Fees for the notification of works are detailed by accessing BFC Website www.blueflamecertification.com or by contacting BFC.

2. Self-Certification

- 2.1. The BFC CPS member must:
- 2.1.1. Notify all completed work within 20 calendar days of completion of the work to BFC for which the company is approved that comes under the building regulations for the purposes of notifying the local building control body and to enable the issue of a compliance certificate by BFC to the consumer.
- 2.1.2. BFC compliance certificate will only be issued for work that the Member is certificated and approved for utilising the trading address and registered/trading title (as appropriate) as recorded against Members details by BFC.
- 2.1.3. Any contract between members and consumers are written to include a provision that they will rectify any work that is non-compliant with the Building Regulations for a minimum of six (6) years.

3. Assessment for Approval and Certification

- 3.1. The assessment will be conducted in accordance with the current issues of the following standard, Building Regulations: Competent Person Self-Certification Schemes Conditions of Authorisation April 2016.
- 3.2. Assessment will cover both the company's office management and quality system and on site work, which may be in progress or post completion and must be as a minimum one installation for each area of work being applied for. The Installation location can contain multiple work types for assessment.
- 3.3. The QMS will be audited as part of the Head Office audit. If any Non-Conformances are identified, an Improvement Action Report (IAR) will be raised requiring submissions of corrective actions and supporting documentation to the timescale as instructed by the BFC auditor.

Non- Conformances may be categorised as Major, Minor or observation. to provide satisfactory evidence of corrective actions and supporting documentation within the given timescale will result in the application not being progressed.

- 3.4. The duration of assessments will depend on the number of work types applied for and the sites required to be visited to acquire sufficient evidence of compliance.
- 3.5. If areas for improvement (mandatory or recommended) are identified during assessment further visits may be required (at client cost) to clear and close them out unless they are of a nature that can be addressed by correspondence.
- 3.6. An initial assessment, scope extension and re-approval may result in a recommendation by the assessment team for approval/continuation of approval. This recommendation will be subject to approval by BFC who will make the final decision.

4. Maintaining Approval and Certification

- 4.1. The member will be subject to a HO/Desktop review and site visit for each work type approved on an annual basis.

The QMS will be audited as part of the Head Office audit. If any Non-Conformances are identified, an Improvement Action Report (IAR) will be raised requiring submissions of corrective actions and supporting documentation to the timescale as instructed by the BFC auditor. Non- Conformances may be categorised as Major, Minor or observation. Failure to provide satisfactory evidence of corrective actions and supporting documentation within the given timescale will result in the approval and certification being suspended. If no further response is received within 30 working days, approval and certification will be removed. Refer to Clause 8 of this document relating to rights of appeal.

- 4.2. Continuous Professional Development- members may keep up to date with work types / amendments / changes / updates by accessing BFC Website www.blueflamecertification.com which will help to maintain MTC's for their CPS approved work types.

5. Competent Persons Scheme Monitoring

- 5.1. We are required by DLUHC and to the terms of our Accreditation awarded by the United Kingdom Accreditation Service (UKAS) to monitor your performance and to make sure that you are complying with the terms of this Agreement and the Conditions of Authorisation. To allow us to do this we reserve the right to Audit your procedures, record keeping and the quality of your work. You agree that you will fully cooperate with us in this monitoring process, including representatives and if required, allowing both BFC and representatives from UKAS, access to your business premises at reasonable times and upon reasonable notice having been given.

6. Technical Helpline

- 6.1. Members requiring technical advice relating to the work types for which they are approved and Register under the BFC CPS Scheme can obtain such advice by contacting:

Tel: 0845 194 90 31

Email: cps@blueflamecertification.com

- 6.2. The advice given in regard to technical help through the technical helpline system is based on verbal or written communications received and provided to BFC to the Member
- 6.3. BFC cannot be held responsible for any decisions made by the member or any other third party as a result of information provided via the helpline system and cannot be held responsible for the actual work carried out by any employee and / or contractor employed or utilised by the member in relation to the said information.

- 6.4. Save for the use by the member in deliverance of its business activities, neither the whole nor any part of any verbal or written information provided, nor reference thereto may be included in any document, statement or circular, nor published in any way without the written approval of a BFC director as to the form and context in which it will appear

7. Minimum Technical Competencies (MTC's)

- 7.1. MTC's required for work undertaken through this CPS Scheme can be found at:
<http://www.gov.uk/competent-person-scheme-current-schemes-and-how-schemes-are-authorised#how-schemes-are-authorised>

8. Competent Person (CPS) Financial Protection Requirements

- 8.1. The approved and Certificated Member must offer financial protection (possible mechanisms include guarantees, insurance-backed warranties or , where appropriate, professional indemnity insurance) to all consumers against any defective design and/or Installation work carried out by the registrant, where work comes under the requirements of the Building Regulations. This does not include any failure of product which is out with of the manufacturer's product guarantee that cannot be attributed to design defects or any installation work carried out by the approved and certificated member. Financial protection will be deemed appropriate if the fund supporting it is of a size commensurate with the risks involved and he has direct access to it even if BFC is no longer running a CPS scheme.

Insurance backed warranties submitted must be acceptable to BFC. List of approved companies is available on request from BFC

- 8.2. Oil, electrical and hot water Systems notifiable works financial protection may be available from BFC upon application.
- 8.3. Any work that has been notified but does not meet Building Regulations must be rectified by the member in accordance with these scheme and contract rules.
- 8.4. This financial protection only covers rectification of work that is not compliant and does not cover any other associated costs, liabilities or any other loss(s) incurred. This financial protection does not replace the approved and certificated Member's obligations to the consumer. It is the responsibility of the Member to make its customer(s) aware of such arrangements.
- 8.5. The Member must complete at the time of Installation handover documentation as appropriate to the work type installed to the customer. This may include but not be limited to, a Benchmark document or manufacturer's warranty card etc.

ANNEX 3: Flexi-Orb Scheme (FO)

Flexi-Orb has developed this Scheme for the Installation of Solar Photovoltaic, Electrical Energy Storage, and Electric Vehicle Charge Point Systems (INS-001) for Certified Installers who wish to further evidence that their installations of these products, together with their quality management system for installation of the product(s), are designed and safely installed in compliance with the requirements of the Scheme.

Flexi-Orb, is the Scheme Owner of the document, INS-001, and is responsible for its design and administration, maintenance and improvement. It contains requirements which comprise normative documents and/or informative provisions. The Scheme allows installers to demonstrate that their installation process, procedures and management systems have been approved to the specified requirements by BFC, giving confidence to clients, industry and other interested parties that they conform to the specified requirements.

This Scheme identifies the minimum criteria for evaluation, assessment, decision, approval and surveillance for the supply, design, install, set-to-work, commission and handover of Solar Photovoltaic (PV) Systems, Electrical Energy Storage (EES) and Electric Vehicle Charging Point (EVCP) System

Compliance with this Scheme cannot confer immunity from legal obligations.

This document is intended to be used in conjunction with The IET Codes of Practice for the Installation of Solar PV, Electric Energy Storage (EES), and Electric Vehicle Charging Point (EVCP) Systems.

1. Assessment for Approval and Certification

- 1.1 The assessment will be conducted in accordance with the current issues of the following standards, INS-001 and the appropriate Checklist for the technologies concerned plus the Building Safety Regulator best practice Building Regulations)
- 1.2 Assessment will cover both the company's office management and quality management system (QMS) and on site work, which may be in progress or post completion and must be as a minimum one installation for each technology being applied for.

The QMS will be audited as part of the Head Office audit. If any Non-Conformances are identified an Improvement Action Report (IAR) will be raised requiring submissions of corrective actions and supporting documentation to the timescale as instructed by the BFC auditor Non- Conformances will be classified as a fail.

All improvement actions raised require evidence submitted by the Installer to close out the IAR's within the 4 weeks of the audit Timescale as instructed by the BFC auditor. Should IAR's not be closed out after this period, approval/certification will not be granted. Please refer to Clause 8 regarding Appeals process.

- 1.3 The duration and costs of assessments will depend on the number of measures applied for and the sites required to be visited to acquire sufficient evidence of compliance.
- 1.4 If areas for improvement (mandatory or recommended) are identified during assessment further visits maybe required (at client cost) to clear and close them out unless they are of a nature that can be addressed by correspondence.
- 1.5 An initial assessment, scope extension and re-approval may result in a recommendation by the assessment team for approval/continuation of approval. This recommendation will be subject to approval by BFC who will make the final decision.
- 1.6 BFC will provide Flexi-Orb details of installers it has approved and certificated for inclusion into the national database of approved installers.

2. Maintaining Approval and Certification (On-Going Surveillance)

- 2.1. An annual surveillance assessment is required to satisfy the ongoing requirements of the Scheme. The minimum expectation of on-site and office-based audits, together with a time allowance, is stated as below in tables below, but BFC may increase the frequency and/or number of audits, in order to protect the integrity of the Scheme.
- 2.2. Flexi- Orb technologies must be notified to BFC within 7 days of the work being completed, A pro-forma spreadsheet is available from BFC for this purpose.
- 2.3. Failure to notify measures will result in approval/certification being removed by BFC.
- 2.4. As both on-site and Office audits will take place on an annual basis, surveillance shall be delivered on a 12-month cycle allowing for the application of additional assessment time if required. BFC may, at its discretion, bring forward the assessment. HO and site audits must all be completed, and non-conformances (IAR's) closed before the current Certificate expiry date. The Flex-Orb Scheme does not allow extension to Certification or the issue of temporary Certificates.

The QMS will be audited as part of the Head Office audit. If any Non-Conformances are identified an Improvement Action Report (IAR) will be raised requiring submissions of corrective actions and supporting documentation to the timescale as instructed by the BFC auditor. Non- Conformances will be classified as a fail.

All improvement actions raised require evidence submitted by the Installer to close out the IAR's within the timescale as instructed by the BFC auditor. Failure to provide satisfactory evidence of corrective actions and supporting documentation within the given timescale will result in the approval and certification being suspended. If no further response is received within 30 working days, approval and certification will be removed.

Please refer to Clause 8 regarding Appeals process.

Where no installations have been carried out in the preceding year and there is unlikely from evidence gathered that any installations are likely to be carried out within 6 months of the due date for Surveillance, and the Installer wishes to continue with approval/certification, BFC will carry out an Office Assessment only, with the caveat that immediately the installer commences to undertake installations, BFC must be notified and a Site Audit must be undertaken within 2 months of the completion of the first installation following the Office Assessment.

BFC will not extend Surveillance more than 2 consecutive periods without a Site Audit, at which point the Installer will have their approval/certification removed. The only exception to this is that if extreme circumstances have arisen that determines that installations will resume in the near future.

As examples these could be sickness or health issues, or government sanctioned lockdown.

- 2.5. Additional on-site audits shall be carried out where approved Installers install more than 75 in-scope systems per year, and for each doubling of installation numbers, to a maximum of five total site assessments per annum. The number of installations shall be quantified by the number installed in the calendar year immediately after approval. The installations selected for audit may be single or multiple in-scope work types. However, where there have been multiple work types installed together by the same approved Installer each multiple technology installation shall only count as one installation for Assessment purposes.

The above is summarised in the following tables:

Installers Certified for 1 in-Scope Technology Only	
NO OF INSTALLATIONS IN PREVIOUS YEAR	TOTAL ON-SITE SURVEILLANCE INSPECTIONS
Up to 75	1
76 - 150	2
151 -300	3
301 - 600	4
More than 600	5

Installers Certified for 2 In-Scope Technology 2		
NO OF INSTALLATIONS IN PREVIOUS YEAR	NO OF INSTALLATIONS TO INCLUDE BOTH TECHNOLOGIES	TOTAL ON-SITE SURVEILLANCE INSPECTIONS
Up to 75	1	1
76 - 150	1	2
151 -300	2	3
301 - 600	2	4
More than 600	3	5

Installers Certified for 3 In-Scope Technology 2		
NO OF INSTALLATIONS IN PREVIOUS YEAR	NO OF INSTALLATIONS TO INCLUDE ALL 3 TECHNOLOGIES	TOTAL ON-SITE SURVEILLANCE INSPECTIONS
Up to 75	1	1
76 - 150	1	2
151 -300	2	3
301 - 600	2	4
More than 600	3	5

- 2.6. BFC reserves the right to increase the frequency of surveillance visits (at additional charge to the approved Installer, detailed within the Scheme Rules and Contract BFC GD CPS Flex 07) where it is felt that the level of risk warrants it, including, for example, where a higher than expected number of complaints is received. for the purposes of this Clause an unacceptable rate of customer complaints is 2% of installations and 5% of properties inspected found to have failures to comply with Building Regulations

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