

# Trustmark Scheme Rules and Contract





## Introduction

Blue Flame Certification Ltd operates the TrustMark Government Endorsed Quality Scheme covering work a consumer chooses to have carried out in or around their home.

When a consumer uses a TrustMark Registered Business, they know they are engaging an organisation that has been thoroughly vetted to meet required standards, and has made a considerable commitment to good customer service, technical competence and trading practices.

By ensuring all Registered Business adhere to and maintain these standards through our expert network of Scheme Providers, TrustMark gives consumers increased confidence and choice. Additionally, in the event that a problem does arise, TrustMark offers a range of remedies to give further protection to consumers.

## 1. Application for Approval

- 1.1. Application for Approval must be made by submitting a fully completed and signed application Form Trust 01. Applicants must also achieve Blue flame Certification approval against the requirements of PAS 2030:2019 and complete Application Form GD01 In signing these application forms the business enters into an Agreement as detailed in this document. Applications for any extensions to scope must be made on Form Trust 01.

Applicants must also declare evidence of financial viability, that there are no outstanding legal investigations, confirmation of 6 months plus trading or other evidence to support integrity, etc. Applicant must also submit their current Experian Credit score.

If the Score denotes less than 720 for an individual and 50 for a business then the applicant will be required to submit further evidence of viability

- 1.2. Applications will be reviewed and may be declined in which case Blue Flame Certification will inform the applicant of the reasons.
- 1.3. Business's wishing to achieve approval under Trustmark must allow access at all reasonable times to Blue Flame Certification, its employees for the purposes of assessment to achieve initial approval.
- 1.4. These Scheme Rules, together with the pro-forma Invoice for advance payment will be submitted to you as an applicant. A returned signed copy and appropriate Fees must be paid prior to commencement of the Approval or annual re-Approval as detailed on the submitted pro-forma Invoice under covering letter.

By way of signing these Scheme Rules and Contract the applicant agrees to abide by the requirements of the Trustmark Code of Conduct and Trustmark Customer Charter.

- 1.5. By receipt of payment for services as 1.4 above and return of the countersigned copy of this document the Business confirms adherence to the requirements of the Scheme for which they are seeking approval or hold approval.
- 1.6. Any Payments received by Blue flame Certification for the provision of Certification Services for the Trustmark Scheme for initial approval will be non-refundable.

## 2. Listing and Identification

- 2.1. Approval and database listing will be provided in accordance with the requirements of the Trustmark Scheme.
- 2.2. Approval under the Trustmark Scheme will be demonstrated by the issue of a Blue flame Certification Certificate of Approval and associated Logos etc. (sector/trade types awarded). Approval may continue on a rolling basis subject to a satisfactory annual re-approval visit and receipt of payment Fee. Blue Flame Certification can, at its own discretion remove Approval following any complaints investigation.

## 3. General Conditions

- 3.1. During any period of Approval you must inform Blue flame Certification, without delay, of any changes; for example: business name/registration/communication details, changes of personnel, financial status or any other circumstances. Blue flame Certification reserves the right to amend at any time this Code of Practice.
- 3.2. The member must at all times meet and maintain the competency requirements for the trade areas for which they are applying or are approved for.

- 3.3. Blue flame Certification will issue a Certificate valid for 12 months on completion of a satisfactory audit subject to payment as described within Clause 1.4. If a business requires a duplicate Certificate of Approval, Blue flame Certification will levy a Fee. If a duplicate Certificate of Approval is required due to an error on the part of Blue flame Certification these will be provided free of charge.
- 3.4. Businesses wishing to extend their scope of approval may apply either verbally or by correspondence to Blue flame Certification. An extension to Scope Application Form, Trust 01, will be submitted for completion and on return an Invoice will be submitted. If the extension application requested is to proceed a site audit may be required for the sector/trade types to be added if satisfactory evidence is not available through the desk top review process (charges may apply). If the assessment confirms successful outcomes an amended Certificate of Approval will be issued.
- 3.5. A complaint investigation against a member by a consumer that is upheld shall render the approved company liable to fully comply with any remedial improvement action imposed by Blue Flame Certification at their own cost and the member accepts that Blue Flame Certification may charge for any additional costs arising from desktop, site or head office investigations etc.
- 3.6. The business that is a member of the Blue Flame Certification Trustmark Scheme commits to comply with the Trustmark Code of Conduct and Customer Charter and is required to ensure that all EEM and low carbon technology installations are lodged in the Trustmark Data Warehouse [www.trustmark.org.uk/ourservices/data-warehouse](http://www.trustmark.org.uk/ourservices/data-warehouse) and comply with the Trustmark published requirements for lodgement.
- 3.7. The business that is a member of the Blue Flame Certification Trustmark Scheme shall:
  - 3.7.1. Comply with the Scheme Providers requirements for financial protection where relevant.
  - 3.7.2. Take appropriate steps when dealing with vulnerable consumers. These are those whose circumstances put them at risk of making an incorrect or inappropriate decision, or who are at risk of receiving inferior goods or services. The Registered Business must make the necessary effort, and allow sufficient time, ensuring vulnerable consumers understand all aspects of signing a contract for goods and services and, where appropriate, suggest the involvement of a trusted friend or relative
  - 3.7.3. Act in a non-discriminatory fashion and comply with all current anti-discrimination and equality regulations.
  - 3.7.4. Comply with Advertising Standards Authority (ASA) guidelines and requirements for legal, decent, honest and truthful advertising, and compliance with the branding requirements.
  - 3.7.5. Respect a consumer's expressed wish that they do not want to receive unsolicited visits, canvassing, mailshots or telephone calls, including respect for displayed notices declining doorstep cold calling.
  - 3.7.6. Not use high pressure selling techniques and shall leave immediately if requested to do so.
  - 3.7.7. Provide honest, clear and helpful advice on the pros and cons of any proposed measures including, but not limited to, signposting the customer to independent advice before signing any contracts.
  - 3.7.8. Provide written quotations, estimates, contracts (on values over £500), contract variations and cancellation notices. An exception to this will be for immediate, emergency call-out work where time is of the essence.
  - 3.7.9. Ensure that any performance claims, testimonials and claims relating to savings, financial payback, return on investment or income are clearly attributed to a reputable source.
  - 3.7.10. Provide quotes, invoices and contracts in accessible formats, including but not limited to large print.
  - 3.7.11. Allow consumers sufficient time to read and understand the information before contracts are signed and make themselves available to provide any further requested information.
  - 3.7.12. Accept full responsibility for the work or services provided by any sub-contracted business and where this is not possible, the sub-contracting business must also be TrustMark registered. Ensure that any sub-contractors are identified to the consumer and the works that fall outside of your TrustMark registration.
  - 3.7.13. Where compliance must be shown with the current PAS 2030 Standard:
    - 3.7.13.1. have in place and use procedures and processes for Energy Efficiency Measures (EEM) design validation and complete pre-installation building inspections
    - 3.7.13.2. have procedures in place to carry out a pre-design and/or pre-installation building surveys on suitable properties, using a competent & qualified person, before the consumer signs a contract

- 3.7.14. Have processes in place to communicate to the consumer the reason for, and nature of, any charges relating to any surveys or visits in advance – ensuring understanding by the consumer
- 3.7.15. Check for the impact on any quote or contract of relevant, current legislation for the protection of protected species, e.g. bats, newts, native plants etc.
- 3.7.16. Where a pre-installation building survey finds that the property is not suitable for the proposed measures, explain the reason to the consumer and provide support in cancelling any agreements, refunding any deposits or pre-payments they hold in relation to the proposed measure installation.
- 3.7.17. Make available to Blue flame Certification all records they require to manage application and registration.
- 3.7.18. Make available to Blue flame Certification such sites as required for assessment for application and registration.
- 3.7.19. Ensure the attendance of suitable competent individuals as required by the Scheme Provider for application and registration activities.
- 3.7.20. Comply with any all instructions issued by Blue flame Certification in identifying and resolving any non-compliance within the requirements of the scheme.
- 3.7.21. Cooperate fully with any investigation by Blue flame Certification or TrustMark where they become involved in a complaint or dispute.

#### **4. Termination of Approval**

- 4.1. Approval may be terminated by the failure of a business to pay any fees arising, voluntarily withdrawing from the Scheme, as a result of mandatory improvement actions being identified during assessments and not being addressed or via unsatisfactory outcomes from investigation of complaints. Approval may be terminated in the event that the Terms and Conditions in clause 6 are not being met.
- 4.2. If the termination of Approval is as a result of a decision by Blue flame Certification, the Business will be informed of the reasons in writing.
- 4.3. In the event that Approval is terminated, the approved Business shall return any certificate of approval that has not expired to Blue Flame Certification, shall remove all use of the Trustmark logo, shall refrain from claiming Approval under the Trustmark Scheme and shall take all reasonable steps not to make misleading claims regarding the scope of work that had been covered by Approval.

#### **5. Appeals**

- 5.1. Approved Businesses can appeal to Blue flame Certification against any decision in respect of their application or Approval
- 5.2. Any decision not to issue or withdraw Approval or results of a formal complaint investigation may be appealed against.
- 5.3. Appeals must be notified to Blue flame Certification in writing addressed to the Scheme Manager (address below) and a remittance of £200 submitted which will be refunded if the appeal is successful.
- 5.4. If the Appellant holds current Approval he/she will remain Approval until the outcome of the Appeal is known.
- 5.5. Businesses have the right to representation at an Appeal hearing after notifying Blue flame Certification that they wish to be represented.
- 5.6. Representation may be a friend, colleague, trade union representative or legal counsel.
- 5.7. The Appeal must be notified in writing to the Scheme Manager of Blue flame Certification within thirty (30) days of a complaint decision.

#### **6. Blue flame Certification General Terms and Conditions**

- 6.1. You will be granted a non-exclusive licence to use the Trustmark logo in relation to the Blue Flame Certification Trustmark Scheme and the Brand Guidelines, provided that such use is limited to the scope of your Approval.
- 6.2. Your right to use the logo will continue until Approval is terminated.

- 6.3. You must comply with any guidance provided by Blue flame Certification. You must not engage in any activity or practice which may result in public criticism of us, our or the Trustmark Scheme.
- 6.4. Approval may be terminated by immediate written notice to you if:
  - 6.4.1. you cease to participate in the Trustmark Scheme
  - 6.4.2. you fail to pay any outstanding Invoice within the time period specified on the Invoice
  - 6.4.1. you go into liquidation or if you apply for any form of voluntary or compulsory liquidation or any process is started by others to put you into administration or an administrative receivership or if a receiver and manager or administrator appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors
  - 6.4.2. you endanger the validity of the Logo

Note: committing a breach of these Terms, will result in the sub-sub licence for use of the Trustmark Logo to be withdrawn.
- 6.5. All Approval fees are for a full 12 month period regardless of your trading status.
- 6.6. Termination of 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.
- 6.7. If for whatever reason Approval is terminated, to protect the reputation of Blue Flame Certification and ensure its continued operation:
  - 6.7.1. you must immediately cease use of all Logos
  - 6.7.2. you must not purport to be associated with the Blue flame Certification Scheme and must not make negative comments about Blue flame Certification, or the Trustmark Scheme.
- 6.8. Blue flame Certification may enjoy the benefit and enforce the terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 6.9. Please note that in entering into this agreement you give permission for Blue flame Certification to carry out a credit and companies house check on your business.
- 6.10. Blue flame Certification will handle your data in accordance with GDPR requirements. Data will be used from 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 Approval. For the operation of the Scheme, Blue flame Certification will share your details with any consumer protection scheme authorised under the scheme. Blue flame Certification Ltd may share your data within the Blue flame Certification Group of companies.
- 6.11. Blue flame Certification confirms that it will make available upon request (adhering to the General Data Protection Regulations( GDPR)) the following information:
  - 6.11.1. Details of Business approval (or parts of approval),suspended or withdrawn
  - 6.11.2. Confirmation that the details as outlined above have been submitted to the Trustmark National Databases
  - 6.11.3. Confirmation that a complaint(s) has been received and/or investigated
  - 6.11.4. Upon request confirmation that a Business is in possession of Blue Flame Certification approval, or otherwise, for the work types concerned
  - 6.11.5. Any other information confirmed by the approved Business that such information may be made available to the Public Domain.
- 6.12. The approved and Certificated Member must offer financial protection (possible mechanisms include guarantees, insurance-backed warranties and , where appropriate, professional indemnity insurance) to all consumers against any defective design and/or Installation work carried out by the Member, This does not include any failure of product which is outwith 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. Insurance backed warranties submitted must be acceptable to Blue flame Certification.
- 6.13. Oil, Electrical and Hot Water Systems Notifiable Works Financial Protection may be available from Blue Flame Certification upon application.
- 6.14. 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



6.15. 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

6.16. The Member must complete at the time of Installation handover documentation as appropriate to the work type installed to the customer upon completion.

**Blue Flame Certification Limited**

1<sup>st</sup> & 2<sup>nd</sup> Floor  
Nº.1 Endon Road  
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Stoke on Trent  
Staffordshire  
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**Department of Business, Energy and Industrial Strategy**

1 Victoria Street  
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SW1H 0ET  
Email: [enquiries@beis.gov.uk](mailto:enquiries@beis.gov.uk)  
Tel 020 7215 5000

**Ministry for Housing, Communities and Local Government (MHCLG)**

2 Marsham Street  
London  
SW1P 4DF  
W <https://www.gov.uk/government/organisations/department-for-communities-and-local-government>

**Trustmark**

The Square, Basing View, Basingstoke RG21 4EB  
W [www.trustmark.org.uk](http://www.trustmark.org.uk)  
Tel 0333 555 1234



THIS CONTRACT is made on the XX day of XXXXXXXX 202X (the “Contract”)

**BETWEEN:**

(“the Certification Body”)

**Blue Flame Certification Ltd.** (company registration number **5182566**) whose registered office is at:  
**6 Marsh Parade,  
Newcastle under Lyme,  
Staffordshire,  
ST5 1DU**

**Correspondence address:**  
**1<sup>st</sup> & 2<sup>nd</sup> Floor,  
No 1 Endon Road,  
Norton Le Moors,  
Stoke on Trent,  
Staffordshire,  
ST6 8NA**

and

(“the client”),

Company Registered Name:  
«**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**»

Company Trading name and address:  
«**Company\_Trading\_Name**»  
«**Trading\_Address\_1**»  
«**Trading\_Address\_2**»  
«**Trading\_Town**»  
«**Trading\_County**»  
«**Trading\_Post\_Code**»

These Scheme Rules and 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

Signature: 

Name: Richard Payne

Title: Scheme Manager

For and on behalf of:  
«**Company\_Registered\_Name**»

Signature:

Name:

Title: