

SCHEME RULES & CONTRACT

TRUSTMARK



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Introduction

Blue Flame Certification (BFC) 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.

BFC reserves the right to amend these Scheme Rules and Contract at its discretion.

Members must ensure that they are in possession of the current version of these Scheme Rules and Contract. These are available on the BFC website www.blueflamecertification.com

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 BFC approval against the requirements of the current version of PAS 2030 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 880 for an individual or 65 for a business then the applicant will be required to submit further evidence of viability. This must be provided at initial approval and thereafter annually.

- 1.2. Applications will be reviewed and may be declined in which case BFC will inform the applicant of the reasons.
- 1.3. Business's (including sole traders) wishing to achieve approval under Trustmark must allow access at all reasonable times to BFC, its employees and to Trustmark 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 Scheme, and any other associated activities such as complaint/appeals investigations.
- 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 BFC for the provision of Certification Services for the Trustmark Scheme for initial approval or ongoing 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. 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 BFC Certificate of Approval and associated Logos etc. (sector/trade types awarded).
- 2.3. Certification will be demonstrated by the issue of a BFC Certificate, indicating the scope of approval (measures or work type) which will be valid for one (1) year from the results of the initial audit. Continuation of approval is subject to a satisfactory annual re-approval visit and receipt of payment of a fee plus an on-going rolling programme of surveillance visits. Audits may be triggered as a result of work volume, any complaints received etc. BFC can, at its own discretion, remove approval following any complaints investigation.

- 2.4. Prompt action in resolving customer complaints is required. Delays or failure to resolve justified complaints as determined by BFC investigation may affect on-going approval/certification.

3. General Conditions

- 3.1. During any period of approval you must inform BFC, without delay, of any changes; for example: business name/registration/communication details, changes of personnel, financial status or any other circumstances.
- 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. BFC 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, BFC will levy a Fee. If a duplicate certificate of approval is required due to an error on the part of BFC 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 BFC. An extension to scope application form Trust 01, must be submitted for completion and on return an Invoice will be submitted. If the extension application requested is to proceed a site audit for the sector/trade types to be added will be required, along with a satisfactory desktop/office review. If the assessment confirms successful outcomes an amended certificate of approval will be issued. Trustmark 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.
- 3.5. A complaint investigation against a member received from any source that is upheld shall render the approved company liable to fully comply with any remedial improvement action imposed by BFC at cost as detailed in 4) below. Failure to pay these charges will result in the member's approval being removed.
- 3.6. The business that is a member of the BFC 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 and comply with the Trustmark published requirements for lodgment.
- 3.7. The business that is a member of the BFC Trustmark Scheme shall:
- 3.7.1. Comply with BFC 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 including any links on a members website.
 - 3.7.8. Provide written quotations, estimates, contracts (on values over £500), terms and conditions, 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. Ensure that any sub-contractors are identified to the consumer and any work that falls outside of your TrustMark approval.

- 3.7.13. Where compliance must be shown against the current version of the 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 BFC all records they require to manage application, registration and surveillance/re-approval
- 3.7.18. Make available to BFC such sites as required for assessment for application and registration and surveillance/re-approval.
- 3.7.19. Ensure the attendance of suitable competent individuals as required by BFC for application and registration activities. registration and surveillance/re-approval
- 3.7.20. Comply with any all instructions issued by BFC in identifying and resolving any non-compliance within the requirements of the scheme.
- 3.7.21. Cooperate fully with any investigation by BFC or TrustMark where they become involved in a complaint or dispute.

4. Complaints

- 4.1. In the event of any complaint from any source, BFC will contact the member 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 site visit.
- 4.2. 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.
- 4.3. If a desktop investigation is undertaken this will entail a Fee of £50 + VAT payable by the member. If this escalates to a site or office visit this will entail an additional Fee of £140 +travel and subsistence capped at a maximum amount of £385+ VAT payable by the member.
- 4.4. The maximum amount payable by the member will be £575+VAT
- 4.5. Member 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
- 4.6. Member must inform consumers with a summary of findings emanating from the complaint investigation to Include detail of any remedial work required and also including a detailed remedial plan.
- 4.7. If the member cannot undertake remedial work alternative tradesman must be identified.
- 4.8. All complaints must be responded to and remediated within 10 working days.
- 4.9. 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 Trustmark scheme. You must comply with any BFC decision regarding customer complaints.
- 4.10. Should any complaint be escalated to a Dispute Resolution Service the member will be liable for any costs incurred by BFC.

5. Trustmark Technical Monitoring requirements for work registered in the data warehouse, eg ECO

- 5.1. Energy Company Obligation (ECO) and other funding scheme measures that have to be registered in the Trustmark Data Warehouse are subject to Technical Monitoring (TM) desktop and site audits. These are carried out by the Trustmark designated TM agent, currently Bierce Ltd. If a need for remedial action is identified, Bierce will issue you a Notification of Quality Assurance non-conformance. You must comply with the requirements of this notification within the designated timescale. 24 hours for a CAT 1 and 7 days for any other non-conformance. (A CAT 1 non-conformance is defined as having the potential of immediate risk to health and property)
- 5.2. Failure to comply will result in TrustMark escalating the matter as a formal complaint to BFC as your scheme provider. BFC will register the complaint and contact you by email requesting that remedial work is carried out and that Bierce and BFC are notified and provided with the supporting evidence.

For a CAT 1 fail BFC will attach to the email a Technical Monitoring CAT 1 failure report. This must be completed and returned within 24 hours with supporting evidence that the CAT 1 non-conformance has been remediated and that BFC have been notified.

- 5.3. If the above confirmation is not received within 24 hours, BFC will arrange to visit the site and measure(s) in question as part of the ongoing surveillance required for your continued scheme membership. You will be invoiced accordingly. Any non-conformances identified from this visit will result in a BFC Improvement Action Report (IAR) being raised. Failure to rectify items raised on an IAR can affect your scheme membership.
- 5.4. For any other non-compliance you should respond to BFC within 7 days with supporting evidence that the non-conformance has been rectified and BFC have been notified.

Note: you are required to comply with the Trustmark Framework Operating Requirements V2.5, Annex A, Applicant and registered business requirements- extract as below:

- 1.8: Compliance with scheme requirements.
- 1.8.4: Comply with all instructions issued by the scheme provider in identifying and resolving any non-compliance within the requirements of the scheme.
- 1.8.5: Co-operate fully with any investigation by the scheme provider or TrustMark where they become involved in a complaint or dispute.

6. Sanctions

- 6.1. BFC has the right to suspend or withdraw membership of any member by way of giving notice in writing for any of the reasons as detailed below:
- 6.1.1. The member fails to notify BFC of any installation that it has completed.
 - 6.1.2. The Member 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 member in the opinion of BFC has a record of failure(s) to comply with Building Regulations applicable to their scope of registration, or unacceptable number of non-compliances and/or consumer complaints.
 - 6.1.4. The results of Trustmark Technical Monitoring shows 20% or higher of the measures audited result in a non-conformance.
 - 6.1.5. The member fails to respond to required payments related to the terms and scope of their registration with BFC CPS Scheme.
 - 6.1.6. It is ascertained that the member made a false declaration during application, approval, re-approval and any on-going audit process as applied by BFC.
 - 6.1.7. The member commits a breach of these scheme rules and contract.
 - 6.1.8. The member does not comply with the BFC complaints / appeals procedure which is available by accessing the BFC website www.blueflamecertification.com
 - 6.1.9. The member fails to maintain its warranty obligations.
 - 6.1.10. The member becomes insolvent or applies for or enters into voluntary liquidation or subject to compulsory liquidation
 - 6.1.11. The member commits any act of bankruptcy
 - 6.1.12. The member, nor any of its Affiliates, embarrasses BFC or otherwise brings BFC or any of the associated Schemes for which the member 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. Members may appeal against any decision made by BFC relating to the above descriptors as described within clause 5 of this document.

7. Termination of Approval

- 7.1. 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 or any legal actions or ADR actions that have been initiated against the member. Approval may be terminated in the event that the Terms and Conditions in Scheme Rules & Contract are not being met.
- 7.2. If the termination of Approval is as a result of a decision by BFC, the business will be informed of the reasons in writing.

- 7.3. In the event that Approval is terminated, the approved Business shall return any certificate of approval that has not expired to BFC, 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.

8. Appeals

- 8.1. The BFC disciplinary procedure detailing approval suspensions, withdrawals and appeals is available on request. It is summarised below.
- 8.2. Approved companies/sole traders or applicants can appeal to BFC against any decision in respect of their application or Certification being refused or terminated.
- 8.3. 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. If the appellant holds current and appropriate certification/approval he/she will remain certificated/registered until the outcome of the appeal is known.
- 8.4. Companies/members have the right to representation 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.
- 8.5. The appeal notification must be submitted within thirty (30) days following the decision of an application/complaint investigation. 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.
- 8.6. Companies/members have the right to object to any member of the panel, 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.
- 8.7. The Company/member has a final right of appeal against the initial appeals findings and an independent arbitrator will be appointed 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 this Scheme Rules & Contract at any time. Members 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
- 9.2. You will be granted a non-exclusive licence to use the Trustmark logo in relation to the BFC Trustmark Scheme and in accordance with the current edition of the Brand Guidelines, provided that such use is limited to the scope of your Approval.
- 9.3. Your right to use the logo will continue until Approval is terminated.
- 9.4. 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 us, our or the Trustmark Scheme.
- 9.5. Approval may be terminated by immediate written notice to you if:
- 9.5.1. you cease to participate in the Trustmark Scheme
 - 9.5.2. you fail to pay any outstanding Invoice within the time period specified on the Invoice
 - 9.5.3. 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 offer any similar insolvency process or process which affords you protection from your creditors.
 - 9.5.4. 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.
- 9.6. All Approval fees are for a full 12 month period regardless of your trading status.
- 9.7. 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.
- 9.8. If for whatever reason Approval is terminated, to protect the reputation of BFC and ensure its continued operation:
- 9.8.1. you must immediately cease use of all Logos

- 9.8.2. you must not purport to be associated with the BFC Scheme and must not make negative comments about BFC, or the Trustmark Scheme.
- 9.9. BFC may enjoy the benefit and enforce the terms in accordance with the provisions of the Contracts (Rights of Third Parties) latest version.
- 9.10. Please note that in entering into this agreement you agree to provide BFC with an Experian credit score for your business and nominated Directors (if required) and BFC may carry out a Companies House data check. This is required on initial application and again every 3 years.
- 9.11. BFC 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, BFC will share your details with any consumer protection scheme authorised under the scheme. BFC may share your data within the BFC Group of companies.
- 9.12. BFC confirms that it will make available upon request (adhering to the General Data Protection Regulations (GDPR)) the following information:
- 9.12.1. Details of business approval (or parts of approval), suspended or withdrawn by any party
 - 9.12.2. Confirmation that the details as outlined above have been submitted to the Trustmark National Databases
 - 9.12.3. Confirmation that a complaint(s) has been received and/or investigated
 - 9.12.4. Upon request confirmation that a Business is in possession of BFC approval, or otherwise, for the work types concerned
 - 9.12.5. Any other information confirmed by the approved Business that such information may be made available to the Public Domain.
- 9.13. 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 BFC. Details of acceptable providers can be obtained on request. 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
- 9.14. Oil, Electrical and Hot Water Systems Notifiable Works Financial Protection may be available from BFC upon application. 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
- 9.15. 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
- 9.16. 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
- 9.17. The Member must complete at the time of Installation handover documentation as appropriate to the work type installed to the customer upon completion.

10. Customer protection

- 10.1. Members must provide consumers with a written report following any survey or assessment either as a standalone report, or as part of a formal quotation written report where relevant, should contain the following:
- a) statement of intended performance
 - b) expected life of product installed
 - c) maintenance expectations
 - d) if the product complies with any design codes, guidance over and above minimum building regulations or standards applicable in the respective geographical region
 - e) how the whole building has been considered during the design and how this new installation may affect the resident's use of it

- f) how the design parameters on the existing situation have been recognized and considered in the design eg. Boiler design and insulation levels/ventilation and air tightness levels/garden plants and soil condition or type
 - g) considerations on future works and how allowances are made for the consumers future intentions and how future work has not been blocked
- 10.2. Members must after carrying out a pre works survey where it is found that the property is not suitable for the proposed works the member explains the reason to the consumer. They will support in cancelling any agreements refunding any deposits or pre- payments they hold in relation to the proposed work.
- 10.3. Costs incurred by the member in conducting pre-installation building survey are subject to the conditions of the contract.
- 10.4. All goods and services are aligned with consumers' rights act 2015.
- 10.5. All products must meet relevant safety standards.
- 10.6. All products and systems meet the relevant requirements of the building regulations/standards as applicable in the respective geographic regions.
- 10.7. All products meet their product claims and are suitable for the applications they are being proposed.

**BFC Limited**

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Tel 0333 555 1234

Department of Business, Energy and Industrial Strategy

1 Victoria Street
London
SW1H 0ET

Tel: 020 7215 5000

Email: enquiries@beis.gov.uk

Ministry for Housing, Communities and Local Government (MHCLG)

2 Marsham Street
London
SW1P 4DF

Web: <https://www.gov.uk/government/organisations/department-for-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

Correspondence address:

**1st & 2nd Floor,
No 1 Endon Road,
Norton Le Moors,
Stoke on Trent,
Staffordshire,
ST6 8NA**

and

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**»

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

Signature:

Name: **Richard Payne**

Title: **Scheme Manager**

For and on behalf of:

«**Company_Registered_Name**»

Signature:

Name:

Title: