



House of Commons  
Energy and Climate Change  
Committee

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# The Green Deal: watching brief

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**First Report of Session 2013–14**

*Volume II*

*Additional written evidence*

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## The Energy and Climate Change Committee

The Energy and Climate Change Committee is appointed by the House of Commons to examine the expenditure, administration, and policy of the Department of Energy and Climate Change and associated public bodies.

### Current membership

Mr Tim Yeo MP (*Conservative, South Suffolk*) (Chair)  
Dan Byles MP (*Conservative, North Warwickshire*)  
Barry Gardiner MP (*Labour, Brent North*)  
Ian Lavery MP (*Labour, Wansbeck*)  
Dr Phillip Lee MP (*Conservative, Bracknell*)  
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Christopher Pincher MP (*Conservative, Tamworth*)  
John Robertson MP (*Labour, Glasgow North West*)  
Sir Robert Smith MP (*Liberal Democrat, West Aberdeenshire and Kincardine*)  
Dr Alan Whitehead MP (*Labour, Southampton Test*)

The following members were also members of the committee during the Parliament:

Gemma Doyle MP (*Labour/Co-operative, West Dunbartonshire*)  
Tom Greatrex MP (*Labour, Rutherglen and Hamilton West*)  
Laura Sandys MP (*Conservative, South Thanet*)

### Powers

The committee is one of the departmental select committees, the powers of which are set out in House of Commons Standing Orders, principally in SO No 152. These are available on the internet via [www.parliament.uk](http://www.parliament.uk).

### Publication

The Reports and evidence of the Committee are published by The Stationery Office by Order of the House. All publications of the Committee (including press notices) are on the internet at [www.parliament.uk/parliament.uk/ecc](http://www.parliament.uk/parliament.uk/ecc).

The Reports of the Committee, the formal minutes relating to that report, oral evidence taken and some or all written evidence are available in a printed volume. Additional written evidence may be published on the internet only.

### Committee staff

The current staff of the Committee are Sarah Hartwell-Naguib (Clerk), Liz Bolton (Second Clerk), Jenny Bird (Senior Committee Specialist), Tom Leveridge (Committee Specialist), Luanne Middleton (Inquiry Manager), Shane Pathmanathan (Senior Committee Assistant), Jonathan Olivier Wright (Committee Assistant), Joe Strawson (Committee Support Assistant), and Nick Davies (Media Officer).

### Contacts

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# Written evidence

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## Written evidence submitted by John Oddi

### NEW INQUIRY: GREEN DEAL WATCHING BRIEF

The Energy and Climate Committee asks:

1. *What is the best way of assessing the level of uptake of the Green Deal and a linked question, what is the best way of assessing the level of energy savings being delivered by the Green Deal?*

There is not, nor can there be an effective way of measuring the level of energy savings being delivered by the Green Deal as many of these works/improvements would have been undertaken by home owners with or without Green Deal. Excluding SME's from Green Deal will further distort the reported uptake of Green Deal or related energy savings. This does however present an opportunity for reporting an artificially high uptake however it looks like Green Deal will in any event be a failure with little good news to report.

2. *What is the best way of assessing whether the Green Deal is being effectively delivered?*

DECC have structured the Green Deal in a way that will cause great economic harm to SME's, simply and by way of example only, a firm like ours employing 400 people for almost 20 years will from February be excluded from its natural markets. For example were we to be approached by an existing Crystal customer for more work but now with a requirement for Green Deal we would have to refer this potential customer of ours to one of our competitors, likely a large national firm that is a Green Deal provider. It follows the Green Deal providers will bleed the SME's in the Green Deal market that they will now control, if instructed SME's will no longer be able to deal directly with their customers and will face, reduced volumes, reduced profits and delayed payments from the national firms, in the current market that will bring about the demise of tens of thousands of SME's. Hence the only effective measure of whether the Green Deal is being effectively delivered is to watch the economic harm that it causes to SME's. An increase in SME's failing will be indicative of the creation of DECC's anti competitive market and that it's harming SME's, hence the Green Deal is being effectively delivered. Not an ideal measure but one that DECC seems entirely comfortable with.

3. *What is the best way of assessing customer satisfaction with the Green Deal*

Here there is a requirement for transparency as most of the pitfalls will only become apparent with time; the consumers perception is that goods purchased using Green Deal are FREE.

The Minister has helped mislead consumers by advising it's a Win Win Win, it's simply is nothing of the sort, it's a Lose, Lose, Lose:

- (a) The Minister says it's a Win as you pay nothing up front. True but when considered against the additional costs etc, why does the Minister not advise consumers it's a lot more expensive to purchase goods using Green Deal? For example, you have an arrangement fee; you have VAT payable twice, VAT once on the goods and again on the arrangement fee (good for HM Treasury). What about the very expensive rate of interest, what about the existing consumer protection measures that are to be stripped away so that consumers can be charged penalties by the banks. In the absence of a free and competitive market consumers will also pay more for the same goods, plus two lots of VAT and an arrangement fee etc. Win, no it's a Lose.
- (b) The Minister says it's a Win because the Green Deal loan repayments are covered or met by energy savings; there is doubt that this is even true as it ignores many factors. The Minister also fails to make clear that the total borrowing and therefore the repayments are far higher than they should be for the reasons stated above, add the Green Deal assessors are not independent which will likely lead to considerable mis-selling. Consumers paying three or four times the open market value for goods, Win, no it's a Lose again. Far better to purchase the goods in a free and competitive market and pocket the energy savings, but who will tell consumers?
- (c) The Minister says it's a Win because you don't have to repay Green Deal borrowing when you move. Were a company to make similar claims I fear Trading Standards would have much to say, is the Minister for example giving an undertaking from DECC that no purchase will ask for a price reduction to the value of Green Deal debt? The simple fact is we all purchase properties with improvements installed including thermal improvements, we don't expect as an incoming purchaser to pay for these goods after we have purchased a property, so Win, no it's a Lose as when you sell your home you will either have to repay the Green Deal debt or reduce the sale price of your home, likely the later as the new bank financial penalties will make it cost prohibitive to exit from a Green Deal loan, consumers will quickly realise the Government has rigged the market in favour of the nationals and the banks.

The committee must always remember that WHICH? is refusing to recommend Green Deal, something I'm sure the consumer Minister will have noted

So the starting point for assessing customer satisfaction with the Green Deal is to start by telling the truth, only if consumers take up Green Deal knowing all the pitfalls in advance is there a chance they will be satisfied, otherwise they will likely feel ripped off, its definitely a Lose, Lose, Lose and consumers need to be told the truth about Green Deal in advance, but who will now tell consumers the truth about Green Deal, DECC?

4. *What is the best way of assessing whether everyone who wants to is able to access the Green Deal*

- (a) SME's would have liked to access the Green Deal, but DECC have deliberately excluded them by ensuring they cannot become Green Deal providers not even for their own customers. SME's would have ensured true competition and been able to deliver the Green Deal more effectively and without arrangement fees etc, much better value for consumers but it appears not what DECC want.
- (b) If properly explained to consumers I doubt many would wish to access Green Deal, we are now making clear to all our potential customers that using Green Deal they will likely pay 3 to 4 times the true open market value of the goods if they use Green Deal, they will also have to repay any borrowing and they are advised that well established consumer protection law is to be relaxed in favour of the lenders to ensure consumers can be penalised in a way currently unlawful.

No doubt all of this will seem a bit negative however the committee should consider the following:

I went to Parliament and met Gregory Barker to express my concerns, I was really just sent packing having wasted my tube fare, none of my questions have ever been answered, I have proven this to Gregory Barker who bizarrely continues to insist he has answered "*fully and fairly*" all of my questions, of course he hasn't. His approach seems to be that if you can't answer a question, just keep insisting you already have, if put to proof then he breaks off communications quickly. Any wonder Green Deal is in such a mess.

Ed Davis has made his Win, Win, Win statement, the reality is it's a Lose, Lose, Lose, for consumers, business, the environment and the UK economy.

Note Ministers will not listen to businesses that disagree with them, and then when things go wrong businesses are perceived to be just moaning, the Green Deal is it seems yet another avoidable DECC mess.

The committee is of course aware that Green Deal is underpinned by the UK's 5% VAT rate, the same committee is no doubt also aware that the European Commission have declared this rate of VAT to be unlawful with the UK Government having little prospect of success in the European Court, it wont be lost on the Committee that with a 20% rate of VAT the Green Deal simply fails.

Hence the Millions of pounds of tax payer's money again wasted, (*£6 million just to the oversight body Gemserv and its partner REAL, the later not fit for purpose*) this time on Green Deal with:

1. Harm consumers.
2. Harm SME's.
3. Harm the UK economy.
4. And a missed opportunity to help the environment.

The Green Deal has but one saving grace, after so many false starts it will likely be operational only for a few months before the 5% rate of VAT is ruled unlawful and yet another DECC folly is exposed with the closure of Green Deal, hopefully before too many consumers and businesses have lost out.

January 2013

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**Written evidence submitted by Peter Thom, Green Heat Ltd**

I am not intending to make a big contribution to this as all my time is currently being used to gain accreditation as a Green Deal Assessor and a Green Deal Installer.

My fear is that come the launch date there will not be enough accredited assessors or installers available. This is due to the onerous training and accreditation systems being introduced all in the name of "consumer protection?".

I have never known so much red tape in all my working life over the past 47 years and the vast costs involved for the small businesses who will be put off getting involved. Even though I have had assurance from the Minister that small companies would have full support the reality is not the case and costs are disproportionate and much of the training accreditation and inspections are unnecessary.

This will cause this worthy scheme to get off on a very poor foundation and with many thousands of small businesses not being able to engage in the scheme they are hardly going to promote it and more likely belittle it which will not encourage consumer take up or engagement.

I believe it is critical that you factor this into your watching brief as a key reason for slow take up of the Green Deal.

January 2013

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### Written evidence submitted by the Association for the Conservation of Energy

1. The Association for the Conservation of Energy was formed in 1981 by major companies active within the energy conservation industry, in order to encourage a positive national awareness of the needs for and benefits of energy conservation, to help establish a sensible and consistent national policy and programmes, and to increase investment in all appropriate energy-saving measures.

2. Initially, there was no doubting the initial ambition of the Green Deal. “*We are launching a revolution in energy efficiency*”, said Chris Huhne, then Secretary of State for Energy and Climate Change, introducing the enabling legislation in 2010. “*A once-in-a-lifetime refit of our outdated homes to make them fit for 2050*”. It remains the Coalition’s energy policy flagship, itself regularly billed by his successor Edward Davey, as his “*number one policy priority*”. His ministerial colleague, Greg Barker, has given evidence to your committee that he wishes to see the majority of homes—some 14 million -reached and improved within the decade.

3. But lately there have been some really worrying signs that these ambitions are being seriously tempered. Initially subtly, increasingly overtly, the signals are being sent about lowering expectations regarding actual results. By doing so, we are concerned that the Government is effectively setting a vicious circle to work, weakening the confidence of established companies, reducing the willingness of potential new players to invest.

4. Initially the problem was about the transition period alone. As various existing government schemes concluded on 31 December, government economists kept warning that Green Deal would have a “soft start” which would reduce the marketplace for established measures like insulation. There have been three separate iterations of the official Impact Assessment. The latest calculations are that in 2013 installations of loft and cavity wall insulation could drop by 75% and 57% respectively. However, it is more likely that delays to making Green Deal finance widely available will result in drops of 92% and 68%. Even though solid wall insulation activity may remain stable compared to this year, we have calculated that may lead to enormous job losses within the insulation industry- up to 16,000 in 2013 alone.

5. In January 2012, the Secretary of State for Communities and Local Government Eric Pickles launched a consultation; amongst its proposals was that, when households erect extensions or convert garages, around ten% further of that cost should be spent on improving the energy efficiency of the original building. This followed the logic that, however high the efficiency levels of the new part, the overall energy consumption at the address in question will increase. The proposal simply extended existing requirements in place for larger buildings to those below 1,000m<sup>2</sup>. According to the relevant Impact Assessment this measure would improve the economy by over £11 billion, and deliver over 130 million tonnes of lifetime carbon dioxide reductions. It was also calculated that this initiative (called “*consequential improvements*”) would stimulate 2.2 million households to participate in the Green Deal.

6. Several big High Street companies, touted as prospective new entrants to the Green Deal marketplace, let it be known (sometimes publicly) that their business models for full-scale involvement with this flagship policy assumed that the Government’s “consequential improvements” proposals would go ahead on time, and as projected. By “on time” that meant that they would be operating from when the Green Deal officially started, on 1 October 2012. Given that the formal consultation closed back in March, that was always perfectly feasible.

7. Normally the results of a consultation are analysed within weeks, rather than months. But during the summer Mr. Pickles’ department announced absolutely nothing. October arrived. Still, total silence. Apart from regular Parliamentary Answers that the results would be published, and a decision issued, “*shortly*”. Or sometimes even “*soon*”. Eventually and only after the Green Deal had been operational for ten weeks, Mr. Pickles pronounced on 14 December. “*Having considered all the representations and evidence, including the public reaction, I can inform the House that we will not be going ahead with such regulatory proposals in any way*”.

8. Such Government-led official pessimism has an insidious effect. Insulation distributors, noting the anticipated market decline, become loath to supply even long-standing customer-installers, for fear that these won’t find the customers prepared to install the insulation. And so the distributor won’t get paid. If the distributor is part of a larger plc, its managers will be unwilling to take that risk, knowing that if the debt does go bad, the main board finance director will castigate the managers all the more for ignoring that official Government warning of impending market crisis.

9. We are observing a curious fatalism creeping over decision makers. It acknowledged that Green Deal may start slowly. But by 2020 it would be roaring away: a marketplace now worth £2 billion a year would leap to £7 billion, just as Mr. Huhne promised.

10. That £7 billion figure is now appearing in forecasts that public companies place before their shareholders. For instance, this autumn Kingfisher plc—owner of B&Q and National Energy Services—made presentations

to a range of City analysts, emphasizing precisely that potential. These were reported at length in the Financial Times. Their share price rose. Greg Barker even sent a “tweet” of congratulations.

11. But in November Edward Davey made his keynote energy policy speech to CBI members. In it, he describes the Green Deal exuberantly as “*a programme that will run not for years but for decades, and should establish a vibrant new market in energy efficiency*”. But also “*one that could attract over £10bn of new energy efficiency investment in the residential and business sectors over the next decade*”.

12. This Association was contacted by two of Europe’s very largest construction groups—both putatively big Green Deal players—asking: is this £10 billion a mistake? Shouldn’t that be an annual, rather than a cumulative, figure? In other words, the present Secretary of State is now projecting a marketplace worth an average of just £1 billion a year: a figure he repeated again at the launch of the Green Investment Bank in Edinburgh in December. This is not the £7 billion per year that a year ago his predecessor envisaged: instead, it is just half the size of the existing market.

13. Even in carbon terms, the anticipated 2020 impact is declining swiftly. In 2011 the Government was stating that in 2020 the Green Deal and related measures would save 2.2 million tonnes of carbon dioxide emissions from burning gas and other heating fuels (MtCO<sub>2</sub>). This year the projection has reduced by a whopping 70%, to just 0.7 MtCO<sub>2</sub>. No explanation offered.

14. In autumn 2010, Greg Barker invited the Association’s director Andrew Warren to chair a new advisory forum reporting to him, made up of some 23 mostly private sector stakeholders. He nominated buildings-related professional bodies, landlords’ and tenants’ interests, local government and energy supply associations, environmental and housing organisations to serve with Mr Warren.

15. Its title is the Green Deal Maximisation Forum. The formal briefing paper, sent to all members with their invitation to participate, stated that “the Green Deal is an ambitious programme to increase the energy efficiency of UK building stock. In particular, we expect it to contribute to a 29% reduction in carbon emissions from our homes”.

16. But this October a press release was placed on the DECC website, celebrating the formal launch of the Green Deal. This enunciated the following ambition: “The Green Deal could see British homes and businesses save enough energy to power 1 million homes in 2020”. This can be calculated to be less than one tenth of the ambition which justified the formation of this advisory Forum in 2010. It is now so diminished as to beg the question as to whether the Green Deal project can remain worthy of all the time and effort which Forum members still intended giving.

17 It is a question that inevitably many others are now raising, and to which we trust the Select Committee will urgently seek an answer. What precisely is the government’s ambition now for the Green Deal? Only when that is firmly established will it be possible objectively to monitor with accuracy whether that ambition is being realised, whether in 2013, 2015 , or 2020 and beyond.

January 2013

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### **Written evidence submitted by Knauf Insulation**

**(Similar submission also sent by the Mineral Wool Insulation Manufacturer’s Association)**

#### **1. EXECUTIVE SUMMARY**

1.1 Knauf Insulation (KI) is the UK’s largest manufacturer of Insulation making products for both domestic and commercial uses. KI is entirely supportive of the Government’s goals for the Green Deal and the Energy Company Obligation (ECO), which it wants to see succeed.

1.2 However, KI and much of the industry has major concerns about the Government’s plans for transition for insulation measures from the CERT/CESP regime to Green Deal and ECO, the general readiness of the Green Deal and ECO and the appetite of consumers to take up Green Deal.

1.3 We welcome the opportunity to respond to the Energy and Climate Change Committee and would suggest that there are a number of criteria which would be pertinent for the committee to assess the success of the Green Deal.

1.4 These include:

- The availability of Green Deal Finance.
- The distribution of ECO funds.
- The number of homes taking up the Green Deal.
- The savings made through taking out a Green Deal.
- Insulation supply chain capacity and level of supply chain engagement in other Green Deal “trigger point” industries.

## 2. POLICY CONTEXT

2.1 The Government has set out a policy ambition to improve the UK's ageing building stock; the aspiration is to retrofit 14 million homes by 2020. KI believes there are five inter-linked elements which all need to be in place if the aspiration is to be considered realistic.

2.2 These are:

- *Finance*—through *Green Deal*, low cost private finance to be made available to those wishing to retrofit their property at no, or reduced, up-front cost.
- *Subsidy*—the *Energy Company Obligation (ECO)* to assist with installation costs where measures are not cost-effective for individual householders but offer a societal benefit (socially cost-effective) such as “solid wall insulation” or “hard to treat cavity wall insulation”.
- *Real renovation performance*—while energy bill savings resulting from a property refurbishment can't be guaranteed, there must be a reasonable degree of confidence that predicted bill savings at the assessment stage are realised after measures have been installed. This is true for both homeowners who must pay Green Deal charges to cover the cost of installed measures and institutional investors considering purchasing Green Deal bonds (householder Green Deal repayment default rates will likely be higher if they don't realise the expected savings).
- *Supply chain capacity*—an adequate number of assessors, installers and products with suitable accreditation, certification and warranties to deliver real performance.
- *Demand drivers*—The points above enable someone who has already made the decision to improve their home or building to do so with a degree of confidence and financial support. Mechanisms must also be put in place to persuade people to take that decision to improve their property in the first place—we are not aware of a large body of people waiting for the right opportunity to improve the energy efficiency of their whole home.

## 3. MEASURING THE SUCCESS OF THE GREEN DEAL

3.1 At present these five elements are all at varying degrees of readiness. This means that there are significant risks to the success of the Government's policy ambitions.

3.2 We set out below our concerns for each of these elements and why we believe the Green Deal will be delayed in its implementation as a result.

3.3 We then go on to suggest a number of ways in which the Committee on Energy and Climate Change could look to monitor the success of the Green Deal and elements it is intrinsically linked to.

## 4. FINANCE

### 4.1 *The Issue*

4.2 There is a need for low cost private finance for those wanting to retrofit their property at no, or reduced, up-front cost; essentially the Green Deal element of the Government's policy.

4.3 KI understands that Green Deal Finance (which was due to be available from 28 January 2013) will now not be widely available until April 2013, and there will be lead-in-times in generating consumer demand and installations thereafter. The Green Deal Finance Company is the only private finance provider looking at a universal Green Deal lending model and faces serious hurdles to meet the 28 January Green Deal go-live date.

4.4 This includes raising £76million from members in order to be able to begin lending. There are serious questions around whether this will be possible (it failed in its first fund raising efforts before Christmas), and even if it raises these funds, there are questions about the level of demand it can meet in the early months of the Green Deal.

4.5 We are therefore concerned that consumers will be unable to access the finance that they need in order to access a Green Deal. By measuring the following, it would be possible to assess whether finance is readily available across the board and whether the Green Deal Finance Company are able to have successful bond issues.

### 4.6 *Measurements*

4.7 We would suggest that the following data is collected on a monthly basis by the Committee:

- The finance being offered by the Green Deal Finance Company (TGDFC) to Green Deal providers.
- If they can offer finance—at what volume, at what interest rate and under what limitations (ie will all householders through any accredited Green Deal Providers have access to that funding or will there be constraints around householder credit worthiness for example)?
- How many other lenders are offering Green Deal Finance?
- If the high street banks aren't yet ready to offer Green Deal finance, do they plan on offering it? If so when? If not, why not?



- If Green Deal finance is available, how swiftly are Green Deal finance providers aggregating Green Deal debt and able to get it off their balance sheets through securitization?

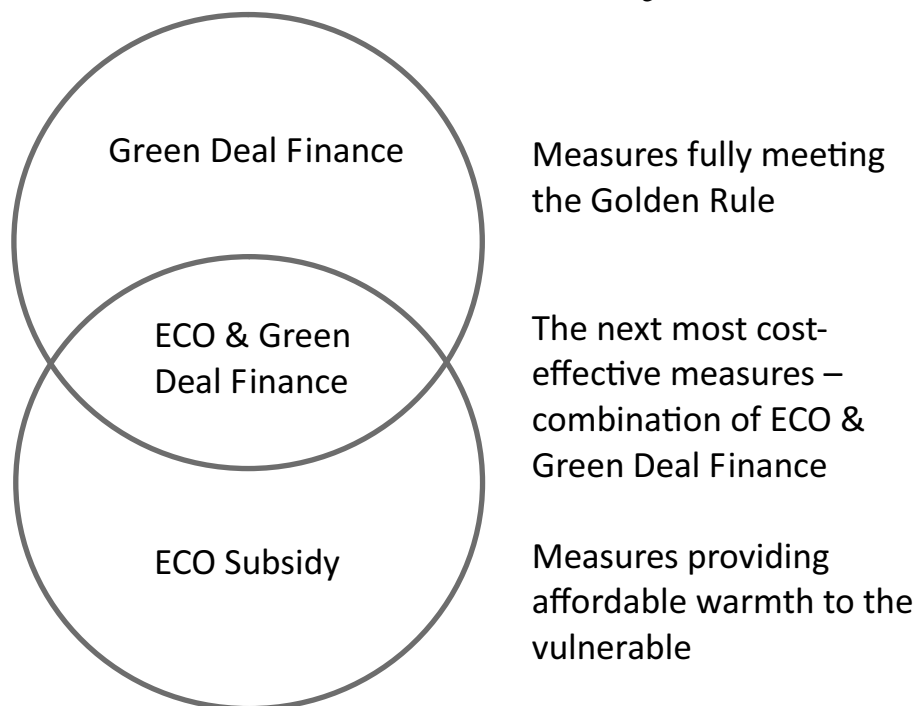
## 5. SUBSIDY

### 5.1 *The Issue*

5.2 Government has decided that where energy efficiency measures are not cost effective for individual householders, but offer a societal benefit (socially cost effective) eg Solid Wall Insulation or Hard to Treat Cavity Wall Insulation, energy suppliers will be obliged to “enable” householders to take up these measures under the Energy Company Obligation (ECO). In reality, this means energy suppliers covering part or all of the installation cost—potentially even offering cash incentives above the installation cost—to incentivise take up.

5.3 High levels of ECO subsidy per house will mean the scheme is operating sub optimally as all energy bill payers will have to cover the cost of energy suppliers delivering their ECO obligation. A large part of the ECO is therefore designed to run in tandem with private Green Deal finance with installers of solid wall insulation or other eligible measures incentivised to persuade householders to take out Green Deal finance along with the ECO subsidy. If Green Deal finance is not available, or limited in availability, there will be higher ECO delivery costs for energy suppliers which will ultimately be passed on to us all through our energy bills.

5.4 The remaining part of ECO will fully fund energy efficiency measures in fuel poor homes although this element runs outside of the Green Deal focus of the committee’s investigation.



### 5.5 *Measurements*

5.6 We would suggest that the following data is collected on a monthly basis by the Committee:

- Is Green Deal finance available to Green Deal Providers installing ECO eligible measures?
- What proportion of the average cost per install is covered by Green Deal finance and what is covered by ECO funding? (This information would need to be supplied directly by suppliers, and due to commercial sensitivity, an agreement may need to be reached regarding aggregating the information for public dissemination. An alternative would be tracking the price per tonne of carbon (the metric which energy suppliers are required to report to Ofgem in delivering the ECO) which should give an indication of how successful Green Deal finance is in displacing ECO subsidy.)

## 6. DEMAND DRIVERS

### 6.1 *The Issue*

6.2 Whilst finance and subsidies will help someone to improve their home, there needs to be a mechanism in place to persuade them to take the action in the first place. The stronger the demand drivers, the easier it will be to persuade householders to take up the measures and be willing to take out Green Deal finance. It will

also reduce the cost to energy suppliers of delivering the ECO—a cost that will ultimately be passed to all energy bill payers.

6.3 We welcome the Government’s commitment to marketing the Green Deal through their £2.9million investment for digital and traditional engagement to encourage those considering home improvements to take up the Green Deal.

6.4 We also welcome the announcement of £125 million in Green Deal cashback incentives to encourage uptake of whole house energy efficiency improvements. This scheme offers householders cash back when they install measures such as new efficient boilers and insulation. It also requires householders to ensure they install minimum levels of installation if they wish to claim cash back on a new boiler for example.

6.5 However, we believe that this alone will not provide enough of a driver to encourage Green Deal take-up. Government appeared to agree when, in April this year, DCLG proposed in a consultation to require all householders installing a new boiler, extension or glazing to improve the energy efficiency of their home. However, following a tabloid press back lash, the policy has been dropped but no demand driver of equivalent impact has replaced it.

6.6 At the moment a boiler installer sells boilers and doesn’t recommend insulation that could save householders on bills and extend the lifetime of the boiler. The same lack of cross selling occurs with the glazing and insulation industry. If Green Deal is to succeed these supply chains must be joined up to offer whole house improvement.

#### 6.7 *Measurement*

6.8 We would suggest that the following data is collected on a quarterly basis by the Committee:

- How many Green Deal assessments have taken place assessed through Energy Performance Certificate lodgement?
- Of these, how many Green Deal plans are taken forward by householders?
- How many Green Deal plans are taken forward using Green Deal finance assessed through green deal repayment charges lodged on energy meters?
- What proportion of Green Deal assessments are realised every quarter based on assessments for other home improvements eg new boiler, double glazing etc?
- What proportion of Green Deal assessments are realised through other trigger points eg estate agent pension adviser initiation?
- Proportionally, which tenures are taking out Green Deals ie owner occupier, private rented, housing association or local authority owned properties. (This data could be collected through a combination of energy supplier and Green Deal provider records and local authority reporting through the Home Energy Conservation Act.

## 7. REAL RENOVATION PERFORMANCE

### 7.1 *The Issue*

7.2 In order to convince those investing in whole house energy efficiency retrofit—both home owners and institutional investors—whole house renovation must offer confidence the energy bill savings proposed at the Green Deal assessment stage will be realised.

7.3 DECC has set in place a comprehensive accreditation process and built conservative penalty factors into the predicted savings in the Green Deal assessment software for each energy efficiency measure.

7.4 DECC is also considering a mechanism to reward those products and installation processes that are able to demonstrate better performance in realising energy bill savings against their competitors and against Green Deal software predictions.

7.5 This should ensure that no gross errors are made in savings predictions and the supply chain is incentivised to innovate. However the whole supply chain must accept that the reputation of Green Deal will be damaged by only a few bad headlines

### 7.6 *Measurements*

- What progress has been made toward putting the system in place to reward better product performance against alternative products and against predicted household energy bill savings?
- What protocols have Green Deal providers put in place to ensure predicted savings outlined at Green Deal assessment stage are realised?
- What safeguards have Green Deal providers put in place to ensure these protocols exist across the market?

## 8. SUPPLY CHAIN CAPACITY

### 8.1 *The Issue*

8.2 In order for the Green Deal and Energy Company Obligation to be successful in delivering the aspiration set out above, there needs to be an adequate number of assessors, installers and products available with suitable accreditation, certification and warranties to deliver real performance.

8.3 The key metrics of success are; to what degree has the Green Deal engaged those supply chains not involved in the recently closed carbon reduction schemes (the Carbon Emission Reduction Target or CERT and the Community Energy Saving Programme or CESP)—the boiler, glazing and extension install businesses.

8.4 The other key part of the supply chain is insulation installers themselves. With declining demand, loft and cavity wall insulation installers will struggle to stay in business and manufacturing plants will struggle to remain at capacity, and subsequently not be able to continue with their current investment levels.

8.5 The Association for the Conservation of Energy carried out research on the impact on jobs in the insulation industry. The research shows that full-time employees currently employed in the loft, solid wall and cavity wall insulation industry will fall from 36,000 in 2012 to a worst case scenario of 20,000 in 2013—a drop of 45%.

8.6 Research carried out in the insulation industry by the Insulation Industry Forum (a body representing 70% of the industry) shows that to date, over 800 people have lost their jobs, with a further 1,200 having been placed on notice for redundancy.

8.7 This is only the beginning of the problem and with expected delays to financing and concerns over take-up, many more jobs are expected to go in the coming weeks and months.

### 8.8 *Measurements*

- Number of insulation installer jobs lost. (This information could be provided through Insulation Industry Forum members or a trade body)
- Number of installer companies liquidated. (This information could be provided through Insulation Industry Forum members or a trade body)
- Lost insulation manufacturing capacity/factories closed. (This information could be provided through Insulation Industry Forum members or a trade body)
- Supply chain links made with the heating and glazing industries as set out in the “demand” section above.

## 9. CONCLUSION

9.1 In order to effectively monitor the success of the policy, we believe there are five key criteria which should be tracked by the committee. Together these five elements, if fit for purpose, would allow the policy ambitions of the Green Deal to be realised.

9.2 KI is fully supportive of the aims of the Green Deal and we would like to see it succeed. We believe that through effective monitoring, it would be possible to identify the areas which there may be potential problems, and address them as soon as possible.

9.3 We would be very happy to provide the committee with further information either in writing or in person.

January 2013

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### **Written evidence submitted by the Glass and Glazing Federation**

The Glass and Glazing Federation (GGF) supports the Government in its efforts to increase the energy efficiency of homes through the introduction of the Green Deal and Energy Company Obligation (ECO), and believes that Energy Efficient Windows have an important role to play in this. It is therefore important that any assessment of the progress of the Green Deal should include an assessment of take up of glazing under the scheme. This is especially important as the popularity of windows means that they encourage take up of additional measures when installed as part of a package, making them a vital part of a “whole house” approach to energy efficiency.

*What should be the key indicators for tracking the progress of the Green Deal?*

Key indicators for tracking the progress of the Green Deal should include an assessment of the number of SMEs and microbusinesses involved in the supply chain. It is vital that these businesses are included in the supply chain as they provide vital knowledge of localities and make up a significant part of the UKs workforce, especially in the glazing industry.

Take up of specific measures should also be used as an important indicator of progress. For example, the take up of windows should be monitored, especially given the popularity of windows with consumers which

can encourage them to take up other measures as part of a package when they might otherwise not do so if windows weren't included.

The groups of people taking up Green Deal and ECO packages should also be taken into account as an important indicator for progress, especially in relation to ECO where it will be important for the most vulnerable eligible customers to take up Green Deal packages using this funding to help improve their energy efficiency where they otherwise would not be able to do so.

*What is the best way of assessing the level of uptake of the Green Deal?*

With regard to the window industry, to monitor uptake of Green Deal, it might be possible for the Competent Person Scheme FENSA to include a "box" or similar on FENSA registration of installations which a company installing a window can tick to record whether an installation is Green Deal or not.

FENSA was set up by the GGF and other industry bodies in response to Building Regulations for double glazing companies in England and Wales. When replacing windows and doors, homeowners must comply with current thermal performance standards and ensure they get a certificate from FENSA or Local Authority Building Control. FENSA enables companies that install replacement windows and doors to self-certify compliance under these Building Regulations without the need for a separate assessment from Building Control. Therefore using FENSA registration forms would provide data and would show trends as to how many installations of windows are being carried out under the Green Deal, something that would be useful in helping to calculate success of the scheme.

*What is the best way of assessing the level of energy savings being delivered by the Green Deal?*

The energy savings estimated to be achieved by each measure installed according to RdSAP should be registered by providers with the Green Deal Oversight and Registration Body. This will give a clear indication as to where opportunities are perhaps being missed, or how the scheme/s could be targeted to result in better energy savings being delivered.

*What is the best way of assessing the carbon savings being delivered by the Green Deal?*

The GGF also believe that there be some mechanism to identify measures listed within the EPC compared to those actually installed ie if windows, cavity and loft insulation and a new boiler are identified as possible measures and only the boiler is installed, this will not save the predicted amount of carbon or money on energy savings. There should therefore be a mechanism to identify this as it would have an impact on the assessment of the progress of the scheme and would be helpful from the perspective of learning more about barriers to take up.

*What is the best way of assessing whether the Green Deal is delivering value for money to consumers?*

*What is the best way of assessing whether the Green Deal is being effectively delivered?*

*What is the best way of assessing customer satisfaction with the Green Deal?*

These questions are very subjective and therefore might be best measured from the perspective of customer satisfaction. The Ombudsman would have an important role to play in this, especially in terms of providing feedback on customer satisfaction and ease of access.

The GGF would assume that Green Deal Providers could provide information on Green Deal plans to the Oversight and Registration Body who could collate all the data, which could also be used by the Committee, who would presumably have access to this data also.

Regarding effective delivery, this is also subjective. Customers may have useful feedback on some elements, but perhaps measuring delivery could be set not just against DECC's estimates in the Final Impact Assessment

*What is the best way of assessing whether everyone who wants to is able to access the Green Deal?*

This would not be possible to establish from customer survey data, as those people who couldn't access the Green Deal wouldn't be able to fill out surveys and so the above method could not be used to assess this. It might be possible for energy bills to include a form for customers to fill out their views on the Green Deal and ECO, with an SAE addressed to Green Deal ORB.

*What sources of data are available for measuring your suggested indicators?*

In relation to the glazing industry, see above for information regarding tick boxes on FENSA registrations.

## Written evidence submitted by the National Housing Federation

### 1.0 Executive Summary

1.1 We are the voice of affordable housing in England and believe that everyone should have the home they need at a price they can afford. Our members—housing associations—provide two and a half million homes for more than five million people.

1.2 Housing associations have an excellent track record on energy efficiency and have made significant strides in relation to the private sector over the last 10 years. However, with 600,000 social households in fuel poverty, there is an urgent need for more to be done.<sup>1</sup> Housing associations are well placed to deliver further improvements at scale, provided the policy and funding framework permits it.

1.3 To ensure this happens we believe DECC should:

- *Track the cost and availability of Green Deal finance* to ensure low income households most in need are not disproportionately excluded from access to affordable finance.
- *Track the tenure mix of Green Deal and other energy efficiency work supported by the Energy Company Obligation (ECO)*. This would aim to prevent predominantly low income and vulnerable social housing tenants from receiving a proportionally small amount of subsidised improvements, in return for their contributions to ECO through their bills.
- *Explore approaches to gathering data on household income*. This would allow DECC to track the income distribution of households benefiting from ECO to assess the extent to which it is compensating for the regressive way it is financed. Only with this data will it be possible to see if the Green Deal and ECO are making things better, rather than worse, for low income and fuel poor residents.

1.4 We have provided further information on these points below, and would be happy to discuss them with the Committee.

### 2.0 What should be the key indicators for tracking the progress of the Green Deal?

#### 2.1 Cost and availability of Green Deal finance

The success of Green Deal as an approach to financing energy efficiency work critically depends on the cost and availability of finance. The Green Deal Finance Company has recently revealed that there will need to be individual credit checks on households taking out Green Deal finance. While the Company has sought to reassure stakeholders that these will be “light touch” and appropriate (ie based on payment of utility bills rather than a standardised credit history), it will be very important to track whether finance is available to low income households and at what cost.

With this in mind, we suggest that DECC track:

- the cost of finance;
- the extent to which the cost varies according to household income; and
- whether particular types of households are being disproportionately excluded from access to Green Deal finance.

#### 2.2 Tenure of participants

The Federation welcomes Ministers’ frequent positive statements about the potential for social housing providers to deliver continued energy efficiency improvements through the Green Deal and ECO—in social housing and through cross-tenure neighbourhood schemes. The sector shares this positive view of its potential. However, energy efficiency improvements can only be delivered if affordable finance and ECO funding is available to the sector.

Research conducted by the Federation<sup>2</sup> and pilot projects undertaken by housing associations suggest the ability of housing associations to undertake successful projects that make a real difference to residents without ECO subsidy will be limited. Many of the “low-hanging fruit” improvements have been undertaken, meaning that those that are left are likely to need subsidy to meet the golden rule. Additionally, with many residents on low income and/or in fuel poverty, taking a Green Deal charge may not always be appropriate or possible—again increasing the importance of access to ECO.

DECC’s modified proposals for ECO eligibility were very welcome—notably for the inclusion of non-standard cavity construction, and the creation of the Carbon Saving Communities Obligation. However, the decision to exclude social housing residents from Affordable Warmth ECO and the failure to introduce a distributional safeguard on Carbon Saving ECO remain significant barriers to access by the social housing sector. At present, there is also continued uncertainty about whether social housing landlords’ access to the ECO brokerage will be constrained.

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<sup>1</sup> *Annual Report on Fuel Poverty Statistics*, DECC, July 2012.

<sup>2</sup> Camco for National Housing Federation, October 2011.

For all these reasons, we consider it vital that the tenure mix of Green Deal and other energy efficiency work supported by ECO is tracked closely. We understand that DECC is minded to do this and we fully support this move. It would be profoundly unfair and regressive if predominantly low income social housing residents contribute to the cost of ECO through their bills but receive low levels of benefit in terms of subsidised improvements. As described above, it would also make it very difficult to get programmes off the ground without adequate access to subsidy.

### 2.3 Household income of participants

Professor John Hills' recent review of fuel poverty<sup>3</sup> highlighted the significant risk that funding energy efficiency measures through levy mechanisms could worsen fuel poverty if the benefits of these measures are not significantly biased towards low income households. It is therefore vital that DECC find ways to track the income distribution of households benefiting from ECO.

We understand that household income will not be an intrinsic part of data-gathering on ECO<sup>4</sup>, and that it would be undesirable to ask households for personal financial information. However, we suggest DECC could use other approaches (for example sample surveys) to ensure that there is some indicative evidence of household income of participants.

### 3.0 Conclusion

Due to the importance of subsidy in making schemes viable for social housing tenants and the need to mitigate the potentially regressive impacts of levy mechanisms for all those on a low income, it is vital that the tenure and income level of participants is monitored. Only with this data will it be possible to see if the Green Deal and ECO are making things better, rather than worse, for low income and fuel poor residents. The interaction of Green Deal finance with these groups also needs to be closely tracked to ensure it is not providing another significant barrier to access.

January 2013

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## Written evidence submitted by Sheffield LATAG

### 1. *What is the best way of assessing the level of uptake of the Green Deal?*

All Green Deal assessors should report back weekly to one body ie OFGEM to look at requests for assessments, property types, properties which may have been omitted or overlooked as eligible for Green Deal measures. They should be able to immediately identify anomalies so adjustments for eligibility can be made quickly.

There are certain steps taken with regard to the provision of Green Deal measures, at identified points there should be feedback.

### 2. *What is the best way of assessing the level of energy savings being delivered by the Green Deal?*

All energy companies have access to data to see precisely what amount of units of gas/electricity has been used by every connected household.

The total units used of each fuel for the previous two years should be provided by the energy company to the Green Deal assessor.

This provides a factual basis for projected savings.

It also provides a method of being able to ascertain if measures are working in situ the same as tests for products claim.

This will enable nationwide analysis to be undertaken to see which products and combination of products are the most efficient for different property types.

### 3. *What is the best way of assessing the carbon savings being delivered by the Green Deal?*

It has been calculated how much CO<sub>2</sub> is produced per unit of gas and electricity. If actual bills are produced then savings in CO<sub>2</sub> output will be fact not fiction.

The Green Deal assessors should have a team to follow up and check bill reductions for those who have taken out the Green Deal.

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<sup>3</sup> Professor John Hills, *Getting the Measure of Fuel Poverty: Final Report of the Fuel Poverty Review*, CASE, March 2012 [[www.decc.gov.uk/en/content/cms/funding/Fuel\\_poverty/Hills\\_Review/Hills\\_Review.aspx](http://www.decc.gov.uk/en/content/cms/funding/Fuel_poverty/Hills_Review/Hills_Review.aspx)].

<sup>4</sup> With the exception of the Affordable Warmth ECO.

4. *What is the best way of assessing whether the Green Deal is delivering value for money to consumers?*

It is incredibly hard to see how the Green Deal will deliver value for money with a 7.5% interest rate upon the loan. Is the interest payment going to be taken into account and included in the “savings” for the “Golden rule”.

The Golden Rule must be enshrined in legislation as an essential integral legal requirement.

You should have an easily accessible complaint mechanism which is well publicised so bill payers can make complaints to. There should be anonymity for the complainants. They should be allowed to complain from the point of the assessment.

Consumers should be enlightened as to what savings they should expect, over a prescribed time period for particular measures especially for hard to treat or non traditional properties as there is a dearth of information.

Very expensive measures should have detailed information re payback and savings period.

The savings should be paid back over a 10 year time frame especially in these times of austerity. The financial crisis will impede many from taking up the Green Deal as there is not sufficient money to currently exist for many of the aspirational working poor.

5. *What is the best way of assessing whether the Green Deal is being effectively delivered?*

Clients should know what products are to be put on their property, what specification the materials are, and expected performance.

There should be independent spot checks, unannounced site visits and a mechanism for concerned customers to contact someone. In this age of digital technology photographic evidence is easily supplied.

Keeping a close eye on product performance via bill savings, and physical inspection and organised visits to customers of Green Deal products.

6. *What is the best way of assessing customer satisfaction with the Green Deal?*

This will take time to get statistical information in sufficient quantity.

Asking all customers annually for five years about improvements and savings.

7. *What is the best way of assessing whether everyone who wants to is able to access the Green Deal?*

Everyone in the United Kingdom should be able to access this, but currently we are a group who it appears will be unable to access the Green Deal, leaseholders, of which there are two million nationwide.

The Green Deal requires the Landlord and tenants signature. Many councils however are trying to financially profit from eco friendly/energy saving schemes. This in some places is being done to the financial detriment of tenants and leaseholders.

Some councils have provided free insulation; others think they will charge £10,000 per property to leaseholders for £2,000 schemes. No council should be able to manage actively against stakeholders such as leaseholders. CESP/CERT and Green Deal funding should not be able to be acquired with clauses in the contract removing leaseholder's rights to access Govt funding that they qualify for due to seriously reduced financial circumstances. Funding granted should be passed on to Leaseholders. Energy companies and larger organisations are not generally renowned for their ethical behaviour. There must be a way to guarantee that councils/almos/housing associations can't deny leaseholders money they qualify for. Currently we are experiencing such behaviour.

Based on a sad situation we are being co-erced into unaffordable and unnecessary debt in the name of fuel poverty reduction, carbon reduction, and unrealistic carbon reduction targets. Nobody except leaseholders have been co-erced into having unproven, unaccredited, and exceedingly expensive unwanted unaffordable insulation schemes. We assume 2 signatures as stated by The Green Deal will possibly address some of the unique issues leaseholders face. We have no faith that this council will undertake the Green Deal in the spirit intended. We worry that the bogus excuse of savings by mass procurement will somehow be twisted to disadvantage leaseholders again with regard to insulating their property. Leaseholders can have internal insulation which is more disruptive than external insulation. Leaseholders face an issue that the council owns the outside of their properties, and charge a supposed reasonable proportioned charge for external work. Currently this council thinks they will charge us for 100% of the external works for something we 100% do not own. This is not an acceptable or reasonable state of affairs.

We have no idea how any council will choose an alternative interpretation of the Green Deal. We are deeply concerned many councils will try to pretend that the insulation is necessary work and force leaseholders to pay. The leaseholders should be able to access Green Deal finance.

Most leaseholders are the aspirational working (exceedingly) poor and tend to be in the bottom 10% of society on the indices of multiple deprivations. We are already being severely hit by the benefit cuts, eg council

tax alterations etc. We do not have any financial buffer. We are concerned that those who have less hours and less income, or lose their jobs will be crippled by this additional debt. Will paying the Green Deal be considered a priority debt?

8. *Could you please explain why there was no legislation put in place to ensure transparency to the public for what measures each energy company funded, and for how much under CERT/CESP? Why is there no transparency concerning measures put in and the carbon saving being claimed? Can this be retrospectively addressed via the Green Deal?*

9. *There seems to be no clear ownership of the roles of the DECC and OFGEM. It is not easy for the public to discern which body is responsible for what aspect of a project*

10. *The mechanism to collect statistics is based upon a fundamentally flawed premise. The EPC's are estimated, not factually calculated. It is possible to calculate actual usage for every premises on the grid. We feel the council or energy companies should not be allowed to do all the calculations themselves behind closed doors. The carbon saving is a government target so there should be complete transparency in all aspects of this project. A customer should be able to see what is being reported to the DECC and OFGEM in relation to alleged savings on their property*

11. *Will the £1,500 which can be claimed against tax for every insulated property annually until 2015 be transparently traceable so leaseholders can check if the council has claimed this refund, which the leaseholder has 100% paid for? Will there be some similar mechanism attached to the Green Deal as this is a great way to encourage private customers*

12. *We feel the Green Deal should pro actively look at the position of leaseholders with regard especially to the affordable warmth element of the ECO. There is no way the council and an energy company should be able to negotiate this secretly, this is public and leaseholder funding. We have no desire to have the money we qualify for to be released on our behalf, without our knowledge for us to then pay for to excess. The energy companies are increasing costs to pay for the "affordable warmth" element. We will pay towards this via larger bills. We currently face being charged £10,000 for an insulation measure which goes from 75–78 on an energy efficiency rating. We do not even go up a band. In addition this bill carries a 6.85% variable interest rate in addition*

The Green Deal carries a 7.5% interest rate. We feel both sets of costs are not viable and with the current economic climate this is just too risky an option to take.

13. *The Green Deal should have begun in October, now fingers crossed 28<sup>th</sup> January. What is going to be put in place for people who have financially lost out due to the delay? Some people will have begun measures which qualify for the Green Deal. This is probably a small demographic, but addressing this issue is essential for us*

14. *With expensive measures such as SWI, will customers especially those with affordable warmth eligibility be able to have some of the other 44 eligible measures?*

15. *We consider that there must be an element of using smaller local businesses built into the Green Deal to ensure the huge construction firms do not stifle SME's in this field. We would welcome localised quotas for using small firms for a % of each Green Deal*

16. *There should be annual localised targets for energy firms to provide the affordable warmth elements of ECO regardless of social housing/leasehold status. These targets should be set in accordance to achieving carbon reduction targets*

We feel that leaseholders have consistently been sidelined to our financial detriment in many elements of governance and it is essential that this lack of awareness of our circumstances is not perpetuated within the Green Deal.

January 2013

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### Written evidence submitted by Hampshire Country Council

Hampshire County Council has addressed each of the specific questions raised by the Call for Evidence below.

We welcome the fact that the Energy and Climate Change Select Committee will be taking on a watching brief, as we recognise that it is important the progress and success of the Green Deal are monitored. We feel that both access to depersonalised energy consumption data from energy companies, and an emphasis on how the success of the Green Deal could be understood via evidence of market growth will be of particular importance.

We also have also recently conducted market research focussing on Hampshire residents views of the Green Deal, as a concept and product and are happy to share headline information from this to help create a baseline for expected uptake of the Green Deal.



*What is the best way of assessing the level of uptake of the Green Deal?*

A. Market Research to Contribute to Baseline

Hampshire County Council have recently utilised a market research consultant to provide a quantitative assessment for the opportunity of a Green Deal programme in Hampshire. A full report on this is due to be finalised in early January. We would be happy to share headline information from this to help create a year zero baseline for potential uptake of Green Deal measures, that actual take up could be assessed against.

The core aspects of the market research are as follows:

1. Assessing the technical opportunity for a Green Deal programme in Hampshire. For example, how many properties would be eligible for core Green Deal measures?
2. Assessing how attitudes towards a) the Green Deal concept, and b) the Green Deal as a product, vary across the County of Hampshire.

A representative sample of over 1000 Hampshire residents were interviewed (not including residents of the unitary authorities of Portsmouth and Southampton).

B. Other thoughts on the best way of assessing the level of uptake

Our area based insulation scheme “Insulate Hampshire”, which has delivered measures to over 13,000 households, employed a comprehensive monitoring package to assess uptake of measures.

The contracted Managing Agent recorded numbers of assessments, referrals and measures installed (along with associated information on the customer journey, complaints and compliments, reasons for cancellations etc), which was updated on a weekly basis. We were able to monitor this and provide statistics on a weekly, monthly, or quarterly basis, dependent on audience, and on what specific trends we were assessing. A similar centralised approach for the Green Deal would be desirable for assessing uptake.

There would also be benefit to mapping the geographical locations of confirmed Green Deal plans (depersonalised), so as to map physical take up. Please see final question.

The County Council’s experience suggest that particular effort is required in generating uptake of energy efficiency measures in “harder to reach” groups in the community, for example Super-Priority householders under the previous CERT regime. As such, analysis of the level of uptake should not just be concentrated on overall numbers, but according to different socio-economic groupings, so as to understand uptake in rural communities, private tenants, young families, areas of multiple deprivation etc.

*What is the best way of assessing the level of energy savings being delivered by the Green Deal?*

Hampshire County Council feel that it is vital to secure depersonalised data from energy companies to assess the energy use patterns of households who have taken up a Green Deal, so as to understand the true level of energy savings over a period of time. As such it would be extremely beneficial to begin consultation with energy companies as to how and when this may be provided, particularly as there may be cost implications.

Installation of smart meters alongside the Green Deal would be a particularly useful development, allowing the most detailed/accurate analysis of energy savings that have been accrued. At the present time, smart meters are not due to become compulsory for a number of years, but could be vital in generating a comprehensive understanding of energy savings from individual Green Deals.

Analysis of energy savings must factor in behaviour change as a result of measures installed under the Green Deal, and be able to make judgements on whether behaviour change is occurring as desired.

Where possible, this would need to factor in any changes to the householders (ie occupants move out, new occupants take on Green Deal) and also potentially involve contacting a random sample after a set period of time, for example a year to understand any other changes to the household that might have impacted on energy use (extra numbers in household, ie new children, lodger etc).

Weather patterns might also be assessed, to factor in what impact this may have had upon energy use, particularly with residents who have not yet opted for a Green Deal used as a comparator (ie what was the impact of a cold winter upon energy use for each of them).

*What is the best way of assessing the carbon savings being delivered by the Green Deal?*

Energy suppliers will be obliged to understand and report on carbon savings as part of their duties under the Energy Company Obligation (ECO). The methodologies used could be adapted to measure carbon savings delivered by the Green Deal. It is not necessarily energy suppliers who should report on this for the Green Deal however, as responsibility would appear to lie with Green Deal Providers.

As with the above, the energy companies should be able to provide depersonalised data on energy use from households that have taken up a Green Deal over a period of time, which can be used as a basis to calculate long-term actual carbon savings. However this could be forwarded to Green Deal Providers for actual reporting purposes (again, cost implications will have to be negotiated).

Assessment of carbon savings is something that appears to have been overlooked in development of the Green Deal and Hampshire County Council recommend that reporting procedures could be developed as a priority not just for the watching brief of the Select Committee, but for the Green Deal in general.

This could have an additional benefit in that data may also be able to form the basis of any future approaches to tackling behaviour change.

*What is the best way of assessing whether the Green Deal is delivering value for money to consumers?*

An annual “baseline” commercial price could be assigned to different types of measure under the Green Deal, based on consultation with relevant trade associations. The actual cost of measures being delivered could then be measured against this. Regional variations would need to be built in, because of differences in the cost of labour etc.

There would again need to be a true understanding of energy use patterns over a period of time, to assess whether the Green Deal is then delivering value for money against its own interest rates. Again, depersonalised data supplied by the energy companies could be used to inform this.

It will be important to factor an analysis of rising energy prices into this equation too, to understand the true nature of savings accrued via the Green Deal, but also the true remaining cost of energy to the householder after the Green Deal.

There would also again be a requirement to understand changes in a household over time, such as the impact of new owners, or additional tenants or children in a household may have upon the value for money that is accrued from the Green Deal.

In terms of Value for Money, there may also be a case for assessing the value that the Green Deal provides to the economy as a whole (is the Green Deal contributing to economic growth?) or for value for money it generates via overall national carbon and energy savings that are generated.

Finally it should also be assessed as to whether the interest rate paid on a Green Deal is offering value for money in comparison to the variable interest rates available on the market from financial service providers and other loans over time. There is a tie-in here with consumers seeking other routes to market (ie installing energy efficiency improvements in the home but not via a Green Deal) as it may be that the interest rate on a Green Deal does not offer the best value for money compared to another product (for example taking out a loan to pay for energy efficiency improvements up front). The issue of alternative routes to market is discussed again in our answer to the question “What is the best way of assessing whether everyone who wants to is able to access the Green Deal?”

*What is the best way of assessing whether the Green Deal is being effectively delivered?*

As it has often been emphasised that the Green Deal will be market driven, understanding of this question should be market based. As such analysis of the numbers and trades of the ongoing registration of Green Deal Providers and accredited installers and assessors could be utilised to understand whether there is market growth.

Effective delivery of the Green Deal also relates to the customer journey. For example it may be useful to understand the amount of visits to a household that are required as part of the installation of the average Green Deal, or how many people enter the process without ending up taking on a Green Deal, or choose to fund improvements in another way, so are technically not taking out a Green Deal loan.

It was also ultimately be useful to understand whether the Green Deal is delivering measures that lead to actual savings (tied in with the responses to the above question) to ensure that process is consistently delivering the right outcome for householders. Of particular importance here is the level to which the Green Deal effectively delivers behaviour change, on which there should be emphasis on Green Deal Providers to ensure.

*What is the best way of assessing customer satisfaction with the Green Deal?*

The County Council has experience of assessing customer satisfaction through Insulate Hampshire, and has utilised the suggestions laid out below to actively engage with residents.

It is important that the Green Deal customer journey is as clear as possible—both for residents and for those providing the plan (providers, installers, assessors, etc). It is key that householders have easy access to comment upon their satisfaction with services received, for example via free-phone telephone numbers, simple web-links, freepost addresses. This is important, as even if only a small percentage of householders utilise it, clear trends can be identified, particularly any recurring issues with Green Deal delivery.

There should also be capacity to contact a random sample of customers from across the market to follow up on their experience, and customers should be invited to confirm whether they will be happy for an ombudsman to potentially contact them. Customers can “score” aspects of their experience (for example out of 10) and can also be invited to give comments, which can be monitored for keywords to help identify trends. This data [feedback] could also be used in assessing the ongoing registration of providers, assessors and installers. There may be possibilities to interface with, or learn from similar existing mechanisms that have already been established, such as the checks Gas Safe run on household gas installations.

It is vital that data protection is considered in any analysis of how the Green Deal works for its customers. Organisations working at any stage of the Green Deal should be able to produce evidence of their data protection procedures, and random checks that procedures are effectively utilised may also be beneficial. Any organisation should be able to clearly state whether it is a Data Processor or Data Controller under data protection legislation.

*What is the best way of assessing whether everyone who wants to is able to access the Green Deal?*

Again, analysis of this could be market lead, for example it could be assessed how many Green Deal providers are registering and what their geographical coverage is.

In a similar fashion, mapping the geographical locations of confirmed Green Deal plans would map the physical take up. This data (depersonalised) could be made freely available to be overlaid with other data such as indices of multiple deprivation, known areas of solid wall properties, etc for use by local authorities to monitor take up whilst helping to underpin work on the same.

In this analysis the Green Deal must also be considered alongside other routes to the market in energy efficiency. The Green Deal is one option for the consumer and access to it should be considered alongside access to, and take-up of other energy efficiency products and solutions. If someone has taken another route to the market was this because it offered better value for money, or was it because they did not know about the Green Deal, or about how to access it?

January 2013

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## Written evidence submitted by the UK Green Building Council

### 1. EXECUTIVE SUMMARY

1.1 The UK Green Building Council is very supportive of the Green Deal and has been involved throughout the development of the policy. The scheme has the potential to have a huge impact on reducing the carbon emissions of the UK's existing building stock and as such it is critical that it is implemented effectively.

1.2 In our response below we highlight seven key aspects which we believe should be measured to ensure the Green Deal is a success:

- Take-up.
- Availability of Finance.
- Energy and Carbon Savings.
- Financial Savings.
- The Energy Company Obligations.
- Supply Chain Impacts.
- Customer Satisfaction.

### 2. INTRODUCTION

2.1 The UK Green Building Council (UK-GBC) is an independent, membership-based, not-for-profit organisation committed to radically improving the sustainability of the built environment by transforming the way it is planned, designed, constructed, maintained and operated.

2.2 The UK-GBC has been involved throughout the development of the Green Deal, having been co-funded by the previous Government to develop the "Pay As You Save" model in 2009 (<http://www.ukgbc.org/content/pay-you-save-task-group>). That model, for upfront capital costs to be offset by drawing down from future energy savings, was adopted by all the main political parties. George Osborne, when in opposition, launched the Conservative's version (later to become the Green Deal) at a UK-GBC event in April 2009.

2.3 We have put on a number of Green Deal events to examine the current policy and to inform our responses to the various DECC consultations, which are all publicly available. We will continue to work with Government to shape the implementation of the scheme over the coming months and years, and to help our members play a leading role in its delivery. Fundamentally, we think the Green Deal employs the right principles and *could* revolutionise the market for home refurbishment.

2.4 However, a particular focus for us is to ensure that there are sufficiently strong incentives for businesses and households to take up energy efficiency measures (including via the Green Deal), and to create a compelling market opportunity for industry—without which, the scheme could fail to take off. To this end, we are currently running a task group (<http://www.ukgbc.org/content/retrofit-incentives-task-group>) that is looking at what incentives might be put in place by Government, and the practical implications of the various options.

2.5 Our response below draws on the expertise of UK-GBC's member organisations who will be involved across the Green Deal (GD) supply chain, some of whom will be responding to the consultation separately. Our focus is on outlining some of the features of the scheme which are most important to measure and report—

some of which go beyond the questions originally specified. From our perspective, though, the critical point is that there must be commitment from Government to take clear and decisive steps should the scheme fail to meet any of its key objectives.

2.6 The Green Deal is a hugely innovative piece of policy-making which, if successful, will create thousands of jobs and mobilise billions of pounds of investment in our ageing inefficient building stock. In doing so, it will also help to avoid the vast cost of building new energy infrastructure, mitigate the worst effects of rising energy bills, and help the UK meet its legally binding climate change targets in a cost-effective manner.

2.7 The potential is huge, but the innovative nature of the scheme is such that it is unlikely that it will be perfect from the start. Should mistakes be made, or performance fall short of expectations we must avoid condemnation, and should instead work together to iterate and improve the scheme over time. In doing so we can create a successful scheme that will last for years to come, and which can set an example of best practice to policy-makers across the world.

### 3. MEASURES OF SUCCESS

3.1 The following is not intended to be exhaustive, but instead should offer an idea of why measurement is important for key areas of the scheme, and some examples of metrics that might be used to measure and understand its success.

3.2 Many of the suggestions made below will require the gathering of quantitative data which will be time-consuming and expensive, and will involve a high degree of co-operation and co-ordination between Government, the supply chain, and the scheme's administrators. Longer-term, it might be possible to reduce the amount of information gathered, but in the early years of the scheme, as it beds down, it will be important to be as comprehensive as possible.

### 4. TAKE-UP

4.1 This is perhaps the most critical of all success indicators. There remain very significant concerns as to the likely take-up of the scheme. While the GD is a market mechanism, Government can and should take steps to intervene should the scheme not achieve the necessary scale. To this end, the short-term incentive scheme is welcome, but long-term, structural levers should already be under development so that they can be introduced as soon as possible at a level commensurate with any shortfall in performance. For example, a very popular long-term incentive with Green Deal advocates and the industry is a form of stamp duty incentive, that ensured a more energy efficient property becomes a more valuable property over the long term.

4.2 Key metrics in this area will include:

- The total number of enquiries made across all providers and through the advice service, and their source (paying special attention to the “trigger points” for action).
- The number of assessments delivered.
- The number of assessments that lead to a GD being undertaken.
- The number of assessments that lead to non-GD retrofit activity.
- The number of assessments that fail to lead to any retrofit activity (and, if possible, why they failed to do so).
- The number of customers actively rejected by Providers (and reasons why).
- A breakdown of all these figures by area, tenure type, socio-economic group etc.

### 5. AVAILABILITY OF FINANCE

5.1 The GD is, at its core, a financing mechanism and as such understanding financial flows under the scheme will be vital to gauging its effectiveness. The proportion of individuals denied GD finance would also have the impact of reducing the potential customer base for the scheme.

5.2 Key metrics in this area will include:

- The number of GDs which make use of GD finance.
- The interest rate applied in these GDs.
- The nature of other sources of finance used, and the interest rates applied (where applicable).
- The number of customers denied GD finance following credit checks.
- The number of institutions offering re-financing of GDs, and the number of GDs re-financed by these organisations.

### 6. ENERGY AND CARBON SAVINGS

6.1 The overarching objective of the Green Deal is to deliver carbon and energy savings to individual customers and to UK plc. As such it is essential that clear and accurate data is gathered on both the expected

and actual energy and carbon performance of properties renovated under the scheme. For a sample of properties, this should include detailed pre-and post-installation monitoring.

6.2 Key metrics in this area will include:

- The expected energy savings achieved for each GD.
- The actual energy savings achieved following each GD.
- The difference between expected and actual savings.
- Expected and actual performance of individual measures (where possible, via detailed modelling and/or in-situ monitoring of installations).
- Calculations used for energy savings of multiple measures.

## 7. FINANCIAL SAVINGS

7.1 In order to be successful, the GD must represent a good deal, financially, for customers. Therefore it will be important to understand what savings, both expected and actual, are being achieved by those taking up retrofit measures through the scheme (and outside the GD, should information be available). Assuming these figures demonstrate that savings have been made, the information should be actively used by Government to promote the scheme to other prospective customers.

7.2 Key metrics in this area will include:

- Number of installations that meet the Golden Rule without any up-front contribution from households.
- The total and average contributions made by households.
- The total expected life time costs and savings for each GD.
- The expected net savings of each Green Deal.
- The post-hoc net savings achieved (adjusted for actual energy price changes).
- The net financial savings of GD compared to other (realistic) sources of finance.
- The number of complaints received by Providers regarding a failure to achieve financial savings, and the steps taken to deal with these complaints.

## 8. THE ENERGY COMPANY OBLIGATIONS

8.1 The Energy Company Obligation will be a vital component of the overall retrofit marketplace and, ideally, will interact seamlessly with the Green Deal—supporting the installation of measures in hard-to-treat homes, and reducing fuel poverty. However, it is vital that the scheme is delivered cost-effectively, and that the impact of funding it via energy bills is minimised.

8.2 Key metrics in this area will include:

- The number of ECO-funded installations.
- The number and type of measures wholly or partly financed by ECO.
- The number of households removed from fuel poverty through the scheme.
- The relative contribution of Green Deal and ECO finance in each installation.
- The average cost of carbon across all ECO installations.
- The number of organisations making use of the brokerage.
- The proportion of ECO funding directed through the brokerage.

## 9. SUPPLY CHAIN IMPACTS

9.1 The Green Deal has enormous potential to create jobs, and to raise standards across the retrofit industry. In order for these benefits to be distributed throughout the economy, it should be hoped that many of the jobs created are within the SME sector.

9.2 Key metrics in this area will include:

- The number of Green Deal assessors, installers and Providers, and the proportion of these that are SMEs.
- The total number of jobs created, and the proportion of these that are within SMEs.
- The costs associated with participation, including training, accreditation and administration etc.

## 10. CUSTOMER SATISFACTION

10.1 Clearly the GD will succeed or fail on the strength of customer satisfaction. A few bad installations that are not dealt with appropriately will quickly see the scheme fall apart. For this reason, it will be critical to measure customer responses to the scheme and the treatment they receive from the companies they interact

with during the process. This is likely to rely heavily on pro-active survey activity by Providers and the scheme's administrators.

10.2 Key metrics in this area will include:

- Some measure of overall satisfaction with the process and outcomes. This should include a breakdown by key stages (ie assessment, installation etc).
- The number of complaints received across the supply chain, and centrally by the scheme's administrators including information on their nature.
- The speed of response to complaints.
- The number of complaints dealt with to customers' satisfaction.
- The number of complaints that are not resolved to customers' satisfaction, or which remain unresolved.

January 2013

### Written evidence submitted by Gentoo Green

#### SUMMARY

There is no one way that the success of the Green deal can be measured. The actual take up of the GD can be over estimated by using the total amount spent on the Green Deal Plans. Customer feed back will be key to provide the actual success of the green deal. The monitoring of a selection of mixed tenure properties will show the savings the GD can have.

#### 1. *What is the best way of assessing the level of uptake of the Green Deal?*

1.1 Using the green deal register we can monitor the logged number of green deal plans taken up and the amount spent on each of the GD plans. We can obtain the total amount spent in a given location. Certain locations will have large amounts spent with few GD plans but other locations will have an increased number of smaller jobs. Using only the total spent on the GD may not show how successful the GD is working in an area and will not reflect the actual take up numbers. ECO funding will also increase the funding spent and may disguise the actual success of the GD but highlight the areas/regions that which require the most support.

Example:

20 GD Plans @ £500 each = £10,000.

5 GD Plans @ £2000 = £10,000.

1.2 By understand the types and volume of measures installed will be important to show the success of the GD. Separating the GD plans into separate bins low, medium and high cost and the number of GD's in each bin can be a more exact way of showing the success of the up take. As a provider we can record the number of households approached, how many have been converted into GD Plans, how many have been negative and how many are on the fence. From this we can provide KPI's that can show how well the GD is working.

#### 2. *What is the best way of assessing the level of energy savings being delivered by the Green Deal?*

*What is the best way of assessing the carbon savings being delivered by the Green Deal?*

*What is the best way of assessing whether the Green Deal is delivering value for money to consumers?*

2.1 In regards to the above three questions; monitoring a sample of mixed tenure properties will give an assessment of the actual energy usage, comparing this to the EPC's, the savings can thus be calculated. The average energy savings per £ spent can be calculated and can be applied across all properties. Similarly the carbon savings can be estimated.

Using energy bill data recovered/collected as part of on-going monitoring programme we can monitor the actual energy usage and CO2 emissions saving through the data collected.

#### 3. *What is the best way of assessing whether the Green Deal is being effectively delivered?*

3.1 To monitor the effectiveness of our Green Deal marketing and sales activity we could monitor the number of sign ups and compare this to the number of assessments that have been completed. The complaints/feed back procedure would identify the satisfaction of the customers highlighting any issues that they would have and resolving issues they would have.

#### 4. *What is the best way of assessing customer satisfaction with the Green Deal?*

4.1 Customer satisfaction can be captured through Customer Service Centre recorded on CRM, Satisfaction surveys, Net Promoter Score, Survey Monkey, Customer Research, Mosaic Intelligence. Using our Net promoter score we can see how likely our customers would recommend the Green Deal, and our success can

be measured using this. Monitoring the positive press coverage and negative Press Coverage with the Green Deal we can set our self KPI's around this feed back.

5. *What is the best way of assessing whether everyone who wants to is able to access the Green Deal?*

5.1 Measuring the amount of customers who have been refused Green Deal Finance, the number of customers who have had green deal assessment and are eligible for a GD Plan but have dropped out are ways to assess the take up. We can monitor the number of sign ups and compare this to the number of enquires that we have received. Community involvement is important, arranging community meetings which will allow Providers to find out if everyone in the community is accommodated for with the green deal in their area. The use of local community groups in a scrutiny role working with L.A. will highlight issues and to ensure who wants a green deal can access it.

6. *Should there be annual take-up targets for the Green Deal and if so what should they be?*

6.1 We believe that there should be no up take targets; the financial incentives already available should drive the initial take up.

January 2013

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### **Written evidence submitted by powerPerfactor**

#### **ABOUT POWERPERFACTOR**

1.1 PowerPerfactor is a leading British manufacturer and supplier of energy saving Voltage Power Optimisation technology. The company is at the heart of the “green tech” revolution and in 2011 was named the UK’s fastest growing private “green” company at the annual Virgin Fast Track 100.

1.2 powerPerfactor produces a technology which limits the incoming voltage to a site to the amount required by the electrical equipment and machinery in use. By restricting voltage to an optimal level (from, say, 242 Volts to 220V) electrical equipment runs more efficiently, the life of the equipment is extended and an average of 8–12% is saved in electricity costs, with consequent savings in carbon emissions. powerPerfactor has provided its technology to 28 Government Estates, 178 local authorities and multiple private sector companies including Tesco, Waitrose, Hilton, Network Rail and EDF Energy. To date, we have installed our technology in nearly 4,500 non-domestic buildings, generating revenues of £125 million for the company since 2004.

1.3 In June 2011, powerPerfactor acquired the manufacturing, intellectual property and global distribution rights for the powerPerfactor technology from a major Japanese listed company. In February 2012, we transferred production of the principal component of the technology from Japan to the U.K. The complete device will shortly be wholly assembled in the UK.

#### **IMPROVING THE NON-DOMESTIC GREEN DEAL**

2.1 We welcome the Energy and Climate Change Committee’s decision to call for a new set of written evidence regarding the progress of the Green Deal. The Committee has expressed an interest in hearing how best to make improvements to the Green Deal. This brief response sets out an area in which powerPerfactor believe the Green Deal is missing an opportunity to deliver carbon and financial savings for businesses in the non-domestic sector.

2.2 Non-domestic buildings account for about one sixth of the UK’s entire CO<sub>2</sub> emissions. Making further savings here will significantly help the UK meet its 2020 and 2050 carbon emissions reduction targets.

2.3 Voltage management represents a significant opportunity for energy and carbon saving in non-domestic buildings. A 2010 report by AEA Technology Plc calculated that up to 21.26TWh, equating to 12.33 mtCO<sub>2</sub>, of efficiency savings can be made in the non-domestic market using voltage management. Voltage management is a well-established technology and has received wide recognition and approval from a number of organisations including the Ministry of Justice, the National Health Service, the Carbon Trust, Salix and the Higher Education Funding Council for England.

2.4 The efficiency savings made through the powerPerfactor technology are fully validated through the International Performance Measurement and Verification Protocol (IPMVP). IPMVP is clear, transparent, repeatable and akin to an accounting standard. We understand it is the favoured energy efficiency measurement and verification methodology of the Cabinet Office. This standard has been fully approved by the Energy Services and Technology Association (ESTA).

2.5 Despite the technology’s success and its installation across the Government estate voltage management is not included in the Green Deal qualifying list of improvements. powerPerfactor is concerned that DECC is missing a substantial opportunity for the non-domestic Green Deal by excluding voltage optimisation as a qualifying measure. Given the significant savings that can be made through the installation of voltage management systems in non-domestic buildings and the huge support that it could offer to bring about the

success of the Green Deal, there is a strong case for the inclusion of voltage management under Annex 1 of the Green Deal.

2.6 We are encouraged by DECC's decision to commission the independent Scientific Integrity Group to review evidence from industry and other sources on the efficacy of voltage optimisation as an energy efficiency measure. We would welcome the opportunity to participate in such a study, including involvement in setting the terms of reference, and to make submissions to any consultation. We are keen to ensure that the study differentiates appropriately between the use of voltage management in a domestic and non-domestic environment, as the different loads in a domestic environment can impact the efficacy of the technology.

2.7 We urge the Energy and Climate Change Committee, during its consideration of the success of the Green Deal to date, to consider how the non-domestic Green Deal can be improved through the inclusion of voltage optimisation as a qualifying technology. It would be disturbing if voltage optimisation technology continued to not be excluded in the list of approved Green Deal technologies, especially considering the technology is having so much success as a green tech UK export.

January 2013

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### **Written evidence submitted by the All-Party Parliamentary Group for the Roofing Industry**

#### **ALL-PARTY PARLIAMENTARY GROUP FOR ROOFING**

The APPG, chaired by Rt. Hon David Hanson MP and advised by the National Federation of Roofing Contractors (NFRC), was established in 2005 to raise awareness of the roofing industry in Parliament, to liaise with Government and Opposition regarding policy development and to ensure where necessary the expert advice of industry representatives is used by Civil Servants and other advisors. Key industry issues of concern to the industry include the Green Deal, Feed-in Tariffs, payment practices, apprenticeships and training, health and safety, and accreditation schemes for tradesmen.

#### **THE NATIONAL FEDERATION OF ROOFING CONTRACTORS (NFRC)**

The NFRC consists of 1000+ roofing companies and 160 manufacturing companies, including some of the largest roofing manufacturers in the construction industry, and represents 70% of the roofing market by value. It works to offer support, guidance and training to its members involved in domestic, commercial and industrial roofing. The organisation is represented on the Installer, Accreditation and Qualification Forum and the Green Deal Task Group.

#### **RESPONSE**

The Green Deal is one of the most important Government initiatives to affect the roofing industry for many years, and one which could have significant benefits for Sustainable Construction in the UK. The APPG is broadly supportive of the Green Deal scheme, but believes that without Government support and incentives, domestic property owners are unlikely to consider the initiatives offered. However, use of a stringent Code of Practice will help to boost consumer confidence and will encourage independent and informative assessments and a high quality of work to be completed under the Green Deal.

There are many elements within the Green Deal that the APPG supports, and which will help ensure best practice and good levels of take-up. These include:

#### *The use of a Competent Persons Scheme to ensure certification of subcontractors*

The APPG maintains that it is vital that qualified installers are used to conduct necessary Green Deal work. Use of the Competent Persons Scheme (in addition to TrustMark) will help to ensure competence and consumer protection. This means that consumers will receive peace of mind, knowing that the work will be of a minimum standard. The Government must ensure that Trade Bodies who provide Competent Persons Schemes administer these schemes effectively and make regular checks on members' work, to ensure the success of the Green Deal.

#### *The use of a Green Deal Quality Mark on all marketing and identification documents*

This will help to prevent exploitation under the scheme and inhibit rogue traders from operating. It will also provide a Green Deal "brand" that consumers can easily recognise, and assist with take-up.

#### *A duty on Certification Bodies to have effective sanctions in place for dealing with non-compliance by members*

The APPG believes that any sanctions should be punitive and clearly publicised to deter those who wish to take advantage of the scheme. Certification Bodies that do not fulfil this duty, including maintaining technical compliance, should also be punished by the Oversight Body, if necessary being removed from the Register of approved Green Deal Providers.



Despite these encouraging and necessary provisions, the APPG has a number of concerns over Sustainable Construction and the Green Deal as it is planned. These are:

#### *Payment Practices*

Late payment is a huge problem for the construction industry, and a major barrier to subcontractors the sector. The Code of Practice refers to the Prompt Payment Code (PPC), and the requirement for Providers to undertake to pay suppliers on time in accordance with the PPC, which is a step in the right direction. However, the APPG is concerned over the inclusion of the words “*where possible*”, and strongly believes that all Green Deal Providers must adhere to the Government’s 30 day payment promise through the entire subcontractor chain. Adherence to this should be included in any contract, so non-payment is legally enforceable, and clear penalties should exist for Providers who break it. Regular checks need to be put in place to enforce this, possibly taking the form of a “mystery shopper”-style scheme, which must operate beyond the third tier of the supply chain to ensure fair payment throughout. Schemes such as this have worked well in the past. We would therefore hope that awareness of secret inspection mechanisms would improve cash flow, with the threat of expulsion from the Register of approved Green Deal Providers if a Provider is unable to adhere to the PPC.

The culture of late payment within the construction industry is far more pervasive than in many others, and is deep rooted in both public and private sectors. A particularly common occurrence in the construction industry is the withholding of retention monies, which are regularly kept from the supply chain by contractors after work is completed, to be repaid at a later date. In the last quarter, only 5% of specialist roofing contractors received payment in full within 30 days, 73% were paid between 30 and 60 days, and an unacceptable 22% still have to wait for over 60 days. Some are never paid in full for their work. In the case of the Green Deal, the APPG would advocate the holding of finance independently, to be made accessible to the Installer as soon as work is completed, which would render late payment an irrelevant issue in this case.

#### *Poor Quality Homes*

Poor quality homes remain a deep concern to the roofing industry. Improvement of the housing stock therefore must remain a top priority. This is directly linked to the Green Deal and construction of sustainable homes; if properties are not properly insulated then calculated savings will not be realised and housing quality will not be sufficiently high as to ensure long-term sustainability. Properties need to be well maintained in order to reap the maximum benefit of the Green Deal. It is vitally important that Assessors must be correctly trained and qualified to advise the consumer on the work needed on the whole of the property, including insulation. Likewise, Competent Persons Schemes such as CompetentRoofer for roofwork and insulation are important mechanisms to ensure quality in construction. These are embedded in, and are a basic requirement of PAS 2030, which ensures that installers are trained, competent, inspected and legally authorised, and that their work would meet the requirements of the Green Deal and importantly, building regulations in general.

Attempts to get households to Level C in their Energy Performance Certificate ratings are one positive step towards improving the overall quality of homes and energy efficiency standards. However, the APPG is concerned that energy performance ratings are not readily understood by the public, especially with regards to what the different rating levels mean and involve. The APPG suggests that the Government should provide more information, which can be easily understood by the public, to inform them specifically about energy efficiency ratings and the wider benefits of improving the quality of their homes and the financial savings this could bring.

#### *The independence of Green Deal Assessors*

The APPG strongly believes that Green Deal Assessors should be 100% independent, with no links to anyone else in the supply chain, and has a very strong concern that the some Green Deal Assessors could not be seen as truly independent if they also work for Green Deal Providers. However, as assessors can be linked to both providers and installers, DECC must ensure that the advice provided to consumers is impartial and free from commercial constraints, and that the requirement for disclosure of any commission received and any links to third parties is always adhered to, thus achieving complete transparency in the system. The Government must have a clear system to ensure that consumers are able to make the distinction between all their choices and also that SMEs are not eclipsed by larger providers. A further mechanism for inspections of assessors should be through a secret shopper scheme, where assessors would not be aware that their assessment was being inspected by a “consumer”. The APPG also believes that, while standard assessment work will be acceptable in the majority of cases, specialist support must be on hand for an Assessor should this be needed, so as not to impose unnecessary limitations on the sustainability of construction.

#### *Provisions for SMEs to be involved in the Green Deal*

DECC have stated that they are keen that smaller companies benefit from the Green Deal. However, there are few provisions in the Green Deal that encourage this. For example, allowing Green Deal Assessors and Providers to have commercial ties could make it difficult for SMEs to access Green Deal contracts. One possible solution (which would also give customers greater choice in their Provider) would be to set up a system that presents consumers with a list of Green Deal Providers and Installers based on proximity to the

property's address, once the consumer has received an Assessment. This would allow larger and smaller companies to be part of this list. Ensuring SMEs are involved in sustainable construction will ensure far greater futurity, and encourage investment at all levels of the construction and specialist contractor industries.

#### *Insufficient public awareness of the Green Deal*

One of the APPG's main concerns is that without Government support and incentives, domestic property owners are unlikely to consider home improvement and microgeneration initiatives due to lack of knowledge and awareness of the benefits, in addition to financial constraints. This would prove to be a major barrier to sustainable construction. What is abundantly clear is that the Green Deal is not currently well known enough amongst consumers. It is therefore vital that the Government ensures sufficient uptake of the Green Deal and similar Energy Efficiency schemes by devising a strong publicity campaign to effectively promote the Green Deal and its many benefits. Without this, it is likely that the Green Deal will only play a minor role in Government efforts to meet ambitious carbon reduction targets and sustainable homebuilding quotas.

#### *Consumer Protection*

In addition to a nationwide publicity campaign, information should also be produced for consumers which highlights the Green Deal Advice Line and website to ensure that the public are well informed about the obligations and protections that the Green Deal Code of Practice sets out. This would also help encourage transparency from Assessors and minimise the risk that consumers are exploited under the scheme. It will also minimise the risk of low take up as a consequence of consumers failing to trust in the advice given. The APPG would also be interested to know what powers the Ombudsman will have to make sure that a Green Deal Assessor or Provider has their accreditation removed, if the Ombudsman believes that they do not meet the required standards. Additionally, the APPG believes that information on industry standards such as Competent Persons Schemes and TrustMark should be automatically given to consumers by the Assessor. Ensuring high levels of customer protection will help ensure a high level of Green Deal confidence, subsequently benefitting the sustainable construction industry.

#### *Commercial and Industrial work*

While the attention of government is correctly on the Green Deal and the domestic market it should be borne in mind that the Green Deal will potentially have a significant effect on the commercial and industrial market. Factories and what are termed "big sheds" by the industry are normally clad on the outside of the building with insulation so as not to limit factory space inside or stop production. This work is completed by industrial roofers to roofing Minimum Technical Competences (MTC). Within the next 5 years all older buildings will need to be upgraded to fit the sustainability agenda if the owners wish to continue renting them out. An early system of awareness, education and inclusion of the Green Deal to owners of such buildings and to the industry needs to be considered.

#### CONCLUSION

The APPG for the Roofing Industry would like to emphasise the importance of both the practicality and the credibility of the Green Deal scheme to ensure that the scheme runs smoothly for consumers and that exploitation under the scheme is minimised. The APPG believes that the Code of Practice and continuing Government support and publicity is the key to ensuring both consumer confidence in the Green Deal and that the standard of advice and workmanship remains solid.

The APPG is committed to helping the Government create the machinery necessary for the Green Deal to be a success. The Green Deal has great potential for making a positive impact on both the roofing industry and on the wider construction sector, as well as on consumers who sign up to the deal. A successful, widely-subscribed-to, Green Deal will help to push forward progress on sustainable home construction and meeting Government carbon reduction targets.

The APPG looks forward to the results of the Inquiry, and would be very pleased to offer a witness to present oral evidence in the meantime.

January 2013

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### Written evidence submitted by SSE

1. SSE is a UK-owned and based energy company, and the UK's second largest energy supplier. It is a pioneer Green Deal provider.

2. SSE strongly supports the UK's ambitions to reduce carbon dioxide emissions from its building stock and views energy efficiency as the best approach for households to reduce their energy costs. SSE therefore fully supports the principles behind the Green Deal and Energy Company Obligation (ECO), which it believes could—over time—have a transformative effect on the existing UK building stock if designed and implemented correctly.

#### SUMMARY

3. SSE is fully committed to the Green Deal's objectives and continues to work hard to deliver a programme which works in the best interests of consumers. This evidence considers the potential barriers which the Committee should consider when seeking to design indicators to assess the programme's effectiveness.

4. The Green Deal represents a significant change in how consumers can finance energy efficiency measures for their properties. As such SSE believes that any assessments of its impacts, and the designing of indicators that measure the Green Deal's success, must be considered over the medium to long-term.

5. SSE has identified a number of barriers to Green Deal take-up that should be accounted for when assessing the programme, particularly at the early stages. Such barriers include the difficulties of encouraging active consumer engagement at all stages of the Green Deal process, which must be fully considered given the difficulties suppliers faced when promoting previous energy efficiency programmes, which at times had minimal—if any—costs to customers.

6. SSE is fully committed to making a success of the Green Deal and the accompanying ECO; however, the Committee must be aware of the implications which low Green Deal take-up will have on the costs of delivering ECO and how this may impact on all households' energy bills.

#### THE IMPORTANCE OF A LONG-TERM VIEW ON THE GREEN DEAL'S SUCCESS

7. Both the Green Deal and ECO are ambitious initiatives which will determine the future of energy efficiency in the UK for the foreseeable future. It is therefore essential that sufficient time is taken to design and deliver them so that the customer experience is a positive one. SSE is conscious that any negative reaction at the outset could foster perceptions that have adverse impacts on uptake, which will place the entire scheme, and all the good work done to get to this stage, into jeopardy.

8. The Green Deal is at a very early stage and is intended to be a contributing factor to the Government's long-term carbon emission reduction targets. Therefore, any assessments about its progress must be based on a long-term view. Without setting the scope of analysis over the long-term there is a danger that the programme may be unduly perceived as being either successful or as a failure at too early a juncture in its roll-out to customers.

#### CONSUMER ENGAGEMENT AND OVERCOMING THE "HASSLE-FACTOR"

9. The "hassle-factor" that consumers face when improving the energy efficiency of their properties is not a new challenge for suppliers; it has been evident since such programmes were introduced. However, it remains a challenge to the uptake of the Green Deal.

10. At times under the previous energy efficiency programme, Carbon Emissions Reduction Target (CERT), suppliers including SSE, gave insulation away to customers at no financial cost and despite this the challenges of finding customers and encouraging them to make improvements to their properties were significant. It is worth noting that with many customers making energy efficiency improvements to their homes as part of previous Government-mandated programmes, the pool of properties left to target with cost-effective measures under the Green Deal is much reduced.

11. SSE is concerned that the level of active consumer engagement required at all stages of the Green Deal process, in addition to the disruption caused by the installations, is likely to be a challenge for uptake. Early testing has resulted in quite substantial consumer "drop off" at each stage of the process, from initial engagement through to enquiring, assessment, financing and installation.

12. An example of this consumer "drop-off" at an early stage in the process is evident once Green Deal assessment calculations are introduced. Green Deal providers are expected to charge in the region of £95–150 per assessment. SSE is concerned that even if consumers are sufficiently engaged with the Green Deal to arrange a home assessment, this financial commitment could potentially be a barrier, particularly as much of the initial promotion of Green Deal has focused on the fact that it is delivered at "no upfront cost". SSE is concerned that the overall reputation of the Green Deal programme may be damaged by this and similar negative customer experiences. To address this barrier, SSE believes that this cost could reasonably be borne by DECC alongside the cash back scheme, to encourage uptake.

13. A more publicised barrier to uptake for is the perceived high cost of Green Deal finance from the Green Deal finance company—now purported to be 8%—adding a significant cost of the lifetime of any Green Deal. As has been noted by a number of media commentators, this does not compare favourably to similar markets such as Germany, which offers a similar scheme at near 1%. SSE would welcome any additional support to reduce interest rates to encourage Green Deal uptake.

14. Whilst SSE recognises that undertaking works to domestic properties requires a certain level of engagement on the part of the consumer in order to deliver the best service, it would suggest that streamlining the Green Deal process is likely to increase consumer take-up, provided it does not lead to a compromise in quality and diligence.

15. At the same time, it is critical to note that consumer trust in both Government and in energy suppliers, two of the principal proponents of the Green Deal, is low. SSE shares many of the concerns outlined in the Committee's recent report into consumer engagement with energy markets; that low consumer trust of, and subsequent engagement with, energy suppliers may represent a barrier to the success of the Green Deal.

16. SSE has embarked on a fundamental programme to “build trust” in it as an energy supplier, but also believes that it is important at such an early stage in the life cycle of Green Deal that favourable coverage builds momentum. A high-level national campaign aimed at engaging consumers, possibly incorporating a trusted spokesperson, would be a positive step. What is more, a co-ordinated central communications programme linked to other initiatives, such as the smart meter roll-out, could offer trusted, impartial advice to consumers and value for money.

#### THE IMPACTS OF GREEN DEAL UPTAKE ON THE COSTS OF ECO

17. SSE is concerned that lower than projected consumer take-up of the Green Deal will impact upon the costs of delivering its share of ECO. SSE believes that Green Deal contribution to ECO packages is overestimated by DECC's current projections of 50%. With a lower level of such support, the price of delivering ECO will be driven by the market, which is likely to push prices up as a result of supply and demand.

18. Given these potential huge variations, SSE believes that Government should place a cap on the total cost of ECO, so consumers, who will ultimately pay for these schemes through their gas and electricity bills, do not pay too much if costs escalate. At present SSE has a concern that ECO could cost all electricity and gas customers over £90 annually, which is a considerable cost within household energy bills.<sup>5</sup>

19. Lower Green Deal take-up will in turn impact upon the degree to which delivery can be optimised in accordance with DECC's current projections. These assume that projects will be coupled with measures such as loft insulation, and that installations will occur in homes which deliver high carbon savings. Energy suppliers are likely to fund most solid wall and “hard-to-treat” cavity wall projects, whether or not they are combined with other measures, and regardless of their location, due to the challenging target level and likely levels of consumer demand. This will mean that the overall cost per tCO<sub>2</sub> saved will be considerably higher than current DECC estimates.

#### THE PREPAREDNESS OF THE SUPPLY CHAIN

20. SSE is also concerned that the supply chain “step change” required from industry represents a potential barrier to the delivery of Green Deal, and that even if consumer demand was high the supply chain would not be able to cope with the increase, particularly for solid wall insulation. SSE understands that many large industry bodies are holding back on becoming Green Deal accredited until they have more assurance in this regard.

21. SSE therefore suggests an extension of Phase 1 of ECO in order to provide a greater degree of certainty to the supply chain. SSE believes that in order to provide a smoother transition some loft and cavity wall insulation measures should be allowed to be counted under ECO without being coupled with solid wall insulation, at least in the first year of ECO. This will help the supply chain adjust to the change in measures and processes as well as encouraging Green Deal uptake.

#### GREEN DEAL ADVICE REPORTS

22. SSE has identified early barriers to delivery of the scheme at an operational level. There is currently confusion concerning the signing off of Green Deal Advice Reports, with conflicting information circulating in relation to the applicability of the current Building Research Establishment (BRE) occupancy assessment tool. Initial assessments have also encountered difficulty when attempting to use the online tool for retrieving assessment details. SSE is concerned that such procedural delays may cause the scheme to become jammed. SSE therefore believes that Phase 1 of the Green deal should be extended to enable approval of Green Deal Provider tools.

<sup>5</sup> See NERA Report “The Costs of the Energy Company Obligation”, 2012, [www.energy-uk.org.uk/publication/finish/5/752.html](http://www.energy-uk.org.uk/publication/finish/5/752.html)

## CONCLUSION

23. SSE fully supports the principles of the Green Deal and ECO, and believes that the schemes have the potential to have a significant impact on reducing the UK's carbon dioxide emissions whilst simultaneously lowering households' energy costs. As the Green Deal represents a major change in domestic energy efficiency, SSE believes that any measurements of its impacts must be assessed in the medium to long-term.

24. The Committee should also be aware of the potential barriers to delivery outlined by SSE in this submission, which relate to the assessment process, the potential implications that these barriers may have for the costs of delivering ECO, as well as the overall reputation of the Green Deal.

January 2013

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## Written evidence submitted by British Gas

### 1. EXECUTIVE SUMMARY

1.1. British Gas supports Government's vision for the Green Deal and new Energy Company Obligation (ECO). Working together, we believe these programmes can be transformational in delivering energy efficiency measures into Britain's homes and businesses, reducing carbon and bills as a result, and helping to deliver UK carbon reduction targets and energy security objectives.

1.2. In order to track progress, British Gas would recommend creating a simple scorecard of measures that could be tracked over time. In time, consideration should be given to establishing a forecast for each measure so that progress can be tracked against expectations, and mitigating actions instigated where necessary. Given the necessity to build new and often complicated frameworks to deliver the Green Deal, however, and given customer demand is likely to increase over time, we would recommend delaying the setting of targets for a year.

1.3. The scale of investment needed in the Green Deal and ECO programmes is considerable, especially when seen in the context of customers' bills, and therefore ensuring the programmes are as affordable as possible must be a priority.

1.4. ECO moves the focus away from cheaper, easier to install loft and cavity insulation costing around £400 per job towards complex solid wall insulation costing up to around £10,000 per job. As a result, the average cost of an ECO measure will be considerably higher than a CERT/CESP measure.

1.5. The success of the Green Deal is a critical variable in determining the costs of ECO for energy suppliers. Our current assumption is that over a quarter of the cost of jobs under the Carbon Saving obligation will be funded by the Green Deal. However, if demand for Green Deal is low, costs to deliver ECO will be correspondingly higher, adding to customers' bills. Understanding the value of the Green Deal programme to ECO is important and we have therefore suggested tracking the number of Green Deal plans that are supported by ECO funding.

1.6. The cost of Green Deal finance is a potential barrier for many people. We welcome the formation of the Green Deal Finance Company (GDFC) aggregator project, and have been active participants since its inception. Whilst the Green Deal interest rate has yet to be published by the GDFC, British Gas is concerned that if it is too high it will be a barrier to take-up. The Green Investment Bank (GIB) has a key role to play in keeping the interest rate for Green Deals low through early support for Green Deals. The requirement for the GIB to only loan senior debt, however, is driving the interest rate higher and we would urge a review of this requirement.

1.7. Costs will be added to the Green Deal programme because of bad debt: tracking the number and proportion of loans in "default" should be undertaken.

1.8. Whilst Green Deal Providers will take a lead in marketing the Green Deal programme to customers, Government support to drive consumer demand will be crucial. We welcome the £200m of support funding announced in the 2011 Autumn Statement to boost the take-up of the Green Deal in the early phase, and the decision to launch a Government awareness campaign. Other fiscal and regulatory drivers should also be considered.

*2. What should be the key indicators for tracking the progress of the Green Deal? What sources of data are available for measuring your suggested indicators?*

2.1 British Gas believes that a range of indicators should be monitored to establish the progress of the Green Deal. It is expected that DECC will be closely reviewing Green Deal progress and that the Department will be a key Green Deal data source.

2.2 We believe that the following would allow a clear view to be taken:

<i>Area</i>	<i>Measure</i>	<i>Suggested data source</i>
Supply Chain	Number of registered Green Deal assessors (domestic and non-domestic)	Green Deal ORB
	Number of registered Providers	Green Deal ORB
	Number of registered installers	Green Deal ORB
	Number of registered providers who have completed on-boarding with TGDFC	TGDFC
Customer Awareness	Customer awareness and understanding of Green Deal offers	DECC (as part of the funded PR activity)
Green Deal Assessments	Volume of Green Deal assessments lodged	Landmark
Cash-back	Volume and value of applications for cashback	Capita
	Volume and value of cashback paid out	Capita
	Split of cashback by measure	Capita
Green Deal Plans	Volume and value of Green Deal plans lodged with CCdb	Gemserv
	Segmental and geographical split of Green Deal plans	Gemserv
	Split of plans by measure	Gemserv
	Average plan value	TGDFC
	Average number of measures per plan	TGDFC
Green Deal Finance	Number of Green Deal plans supported with ECO funding, including as a % of the total GD loan	DECC
	Volume of Green Deal debt checks being carried out via central charge database (CCdb)	Gemserv
	Total volume and value of GD finance agreements signed with customers	TGDFC
	Total volume and value of GD finance drawn down by GDPs	TGDFC
Customer satisfaction and value for money	Number of loans in default	TGDFC
	Volume and nature of complaints	Green Deal ORB/ Ombudsman
	Percentage of customers refused a GD loan	TGDFC
	Interest rate data	TGDFC
Outcome	Average cost of measures	TGDFC
	Total carbon saved	DECC
	Total energy saved	DECC

January 2013

#### **Written evidence submitted by the Electrical Contractors' Association and the National Inspection Council for Electrical Installation Contracting**

The imminent Green Deal will be of vital importance to both the government's energy policy, which is aiming for a substantial reduction in carbon emissions from the built environment, and to the energy-related service sector which sees the Green Deal as a creator of business and employment. Energy saving electrical installations, such as lighting systems, and heating and lighting controls, can be fitted under the Green Deal.

It is crucial that accurate data is available to track the work that is being carried out, including potential and actual energy reductions. Notably in the domestic sector, the collection and use of such data is a practical challenge, given the number and type of organisations involved in delivering the Green Deal.

#### **UPTAKE**

The uptake of the Green Deal could be defined as the number of (1) initial *Energy Performance Certificates* (EPCs) issued by accredited Green Deal Assessors and (2) the number of *Green Deal reports* passed by clients to Green Deal Providers.

EPCs are certificates which indicate the level of energy efficiency of the building when compared to a notional equivalent model of that building. The uptake could be defined as the number of assessments carried out and EPCs registered with the EPC Registry operated by Landmark.

The reports can be used by the client to obtain quotations from a number of Green Deal providers (up to three for larger potential contracts).

Note that after an assessment, clients, especially commercial/industrial clients, may decide to seek alternative sources of finance, or even fund the work themselves. This could still be branded a success however, as energy saving work has taken place.

#### ENERGY SAVINGS

Further information is required to determine the energy actually saved by implementing the proposed Green Deal measures. The report and initial EPC will highlight potential measures that may be undertaken under the Green Deal. The client may choose to do all or some of those measures, providing they meet the “Golden Rule”, which is that the savings made must exceed the cost of the loan repayments. The EPCs issued before—and after—any measures taken give an indication of the potential energy saved but not in detail. The Registry should also be asked to record the potential energy savings proposed in the report, the energy saving work actually delivered and the estimate of annual energy saved. This will mean a change in the report structure to ensure that energy-related information is easily recorded.

#### CARBON SAVINGS

This information should be split between various fuel types (gas, electricity, fuel oil, renewables etc...) so that actual carbon savings can be measured from the EPC energy information. Simple conversion factors, produced by DEFRA, can be used to indicate actual carbon savings. The crucial issue is to ensure that the estimated energy savings are recorded, not notional savings such as from an EPC.

#### VALUE

Value for money is when the client sees consistent savings in their energy bills when compared to the loan repayments which appear on their electricity bill. Consumer value will be apparent if the net savings continue year after year. The increasing price of energy will help achieve this but there is a question about how behaviour changes could affect payback and change of ownership (eg from a family with children, to an elderly couple who may use significantly less energy). Thus, “value for money” will be heavily dependent on the *quality of the assessor’s* report and the report’s ability to explain the differences that behaviour can make. Sample surveys may need to be carried out or a follow-up inspection/assessment carried out well after Green Deal work has been completed, to assess the longevity of the work and its actual energy savings. Suppliers may be asked to assess the energy reduction but this could be difficult especially if the client is not a “dual fuel” customer or uses alternative fuels from different suppliers such as fuel oil. Relative accuracy is best achieved using follow-up assessments.

#### DELIVERY

A high and increasing rate of uptake will show whether the Green Deal is being effectively delivered. However, if there is a universal problem with aspects of the Green Deal, then “word of mouth” or press coverage is set to ensure that the Green Deal will not be taken up in significant numbers. It is essential that scrupulous care is taken over the initial contracts to ensure that all goes smoothly and provides a good practice benchmark for what follows. First impressions can make a large difference to subsequent customer uptake. Independent surveys could also be carried out of customers to gain their views on the process.

#### CUSTOMER SATISFACTION

As above, customer satisfaction will drive further take-up of the scheme, hence the importance of the initial contracts. Again, independent surveys may assist in this process but early customer success will tend to lead to further success.

#### ACCESSIBILITY

In December 2012, ECA conducted a “YouGov” poll to test consumer awareness; the survey showed that 98% of the British public say they do not fully understand the Green Deal and how it works, while 62% had not heard of the scheme. A major publicity campaign is required, spelling out the case for taking out a loan for energy-related works and that it is not a personal loan. It must be stressed that a Green Deal loan is on the property and not on the owner. Case studies of installations in all forms of housing must be shown to encourage customers in many different property type contracts to access the loans, while being clear it is not a personal loan.

Successful case studies, such as examples of mass take up by housing associations and other public bodies, will be essential in bringing the Green Deal to the public’s attention.

## HELPING CUSTOMERS TO CHOOSE A COMPETENT INSTALLER

We mention above that consumer confidence is paramount. To ensure that consumers, both domestic and commercial, get electrical work fitted safely and correctly under the Green Deal, they must only hire a qualified and competent electrical contractor. As such, consumers need to know where to go to access a competent contractor. With this in mind, as well as the need to strengthen electrical safety awareness more generally, the ECA and ESC have jointly launched the “Electrical Safety Register”, the definitive on-line resource for anyone looking to find a competent electrical contractor. The Register provides consumers with the peace of mind that all contractors listed have been rigorously assessed to ensure they meet the highest technical standards.

The Electrical Safety Register contains all those electrical contractors who have been assessed as competent to carry out, sign off and be legally responsible for electrical work by the certification schemes owned by the ECA and ESC. (These schemes assess and monitor whether contractors are competent to self-certify the work they carry out). The Electrical Safety Register contains 33,000 registered contractors, who are responsible for 80% of all domestic electrical work in the UK. A new organisation called Certsure Group will operate the Register, as well as acting as the sole registration, certification and assessment body for the existing ECA and ESC brands.

The Electrical Safety Register will be an important channel through which to promote the benefits of the Green Deal to consumers. The online Register will also encourage customers to use an independently-assessed, competent contractor to carry out electrical work, including under the Green Deal. We also hope that the establishment of such a Register will encourage those electrical contractors in the domestic sector that are not currently independently reviewed to seek assessment through a certification scheme. Indeed, our aspiration is for the Electrical Safety Register to eventually achieve recognition similar to the “Gas Safe Register” (for gas installation).

## DATA

It is extremely important to establish a centralised system to capture, measure and report on Green Deal activities. Without this it will be very difficult for Government to have accurate data and to determine the impact and contribution that the Green Deal has made to energy savings and carbon emissions reduction.

Certain measures and reporting requirements have already been established with the Green Deal oversight body as well as the providers, advisors, installers and certification bodies. It is essential that all of this data is held centrally so that it can be used to determine the uptake and effectiveness of the Energy Efficiency Measures (EEMs).

In addition to the information detailed above, it will be essential to record the following information:

- Number of quotations issued.
- Take up of quotations.
- Value of investments.
- Cost and payback period.
- Postcode locations where work is undertaken.
- The types of energy efficiency measures installed.
- Energy usage at the time the EPC is generated and in each subsequent year.

The actual EPC certificate issued before and after any Green Deal work is carried out does not carry the accurate data that the analysis of the Green Deal requires. Additional data is required. This data is on the energy saved by the implementation of individual measures. It must be accessible from the assessor’s report and should be made available in an accessible format on the report issued to the client and passed to the EPC Registry. The final EPC report, produced after the completion of the work, should carry an assessment of the energy savings, split between various fuels/renewables. This again should be lodged in the Registry. It is the energy figures on this final report which should be used to produce the Green Deal statistics. The initial report will enable potential to be measured. The final report will give the delivered savings. Both are important, but arguably the one that matters most is the latter.

A process must be produced to access these data easily. At present, the EPC Registry gives access to the EPC only via a post code, address or serial number. A file should be attached to the EPC giving the data required for the Green Deal.

## ABOUT THE ECA

The Electrical Contractors’ Association is the UK’s largest trade association representing electrical engineering and contracting companies. The industry has an aggregate turnover of over £5 billion and employs around 350,000 operatives and 6,000 apprentices. Our 3,000 members range from local electricians to national companies with several branches employing thousands. ECA members carry out a wide range of work from domestic heating and lighting to installing cutting edge, environmental control technology on major projects and buildings such as Heathrow terminal 5 and the London 2012 Olympic Park.



## ABOUT NICEIC

Since 1956, NICEIC has been the UK's leading independent regulatory body for the electrical contracting industry and ancillary trades and operates a Part P registration scheme. It currently has over 26,000 registrants. It is a brand of the Ascertiva Group, one of the world's leading third party certification companies with its members servicing business, industry and government. It is a leading provider of gas training and personnel certification. CEO Emma McCarthy is a member of the Building Regulations Advisory Committee (BRAC). The NICEIC is owned by the Electrical Safety Council, the consumer charity which promotes electrical safety in the UK.

January 2013

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## Written evidence submitted by the National Landlords Association

### EXECUTIVE SUMMARY

1. It would be our suggestion that the using the Energy Performance Certificate (EPC) Register to track the number of Green Deals successfully taken out and the level of energy savings being delivered is the most efficient and cost-effective method of monitoring Green Deal uptake.

2. The NLA believes value for money and effective Green Deal delivery will be demonstrated by uptake, particularly in the private rented sector. It is therefore vitally important there is effective monitoring and analysis of the whole Green Deal process.

3. Undertaking consumer feedback and customer satisfaction surveys at the end of the Green Deal journey should be a routine quality assurance process required of all Green Deal Providers. Anything more stringent could increase costs for Green Deal Providers and act as a disincentive for consumers.

4. The NLA does not believe annual targets are a necessary part of the Green Deal framework as this is a market-based rather than regulatory approach to tackling energy efficiency and could result in hard-selling and a loss of consumer confidence in the Green Deal.

### INTRODUCTION

5. The National Landlords Association (NLA) exists to protect and promote the interests of private residential landlords.

6. With a membership of more than 20,000 individual landlords from around the United Kingdom and over 120 Local Authority Associates, we provide a comprehensive range of benefits and services and strive to raise standards in the private rented sector.

7. The NLA seeks a fair legislative and regulatory environment for the private rented sector while aiming to ensure that landlords are aware of their statutory rights and responsibilities.

### GENERAL COMMENTS—LANDLORDS PERSPECTIVE OF THE GREEN DEAL

8. The NLA conducted a survey of a sample of its members (July 2011) on their attitudes to energy efficiency and the Green Deal. In the previous 12 months, 54% of respondents stated they had made energy efficiency improvements to their properties. On average, they had each improved 1.7 properties and 10% of those surveyed stated they have made energy efficiency improvements to five or more properties in the preceding 12 months.

9. Amongst those who had made improvements, the most common measure was the installation of new boilers with 67% responding they had replaced boilers in the last twelve months. 57% responded saying they had installed loft insulation and 46% have upgraded to double-glazing.

10. When looking at how landlords financed replacement boilers, 15% reported they had taken advantage of the Boiler Scrappage Scheme. 55% of landlords stated they installed cavity wall insulation through some form of loan or grant scheme and 10% reported using the Landlords Energy Savings Allowance (LESA) for cavity wall insulation. 13% reported they had taken out bank loans for the improvements and a further 13% said they had used credit cards.

11. We would argue two conclusions can be drawn from these results. Firstly, landlords do engage with energy efficiency schemes and financial incentives. Secondly, landlords are willing to take out credit in order to make energy efficiency improvements.

12. The survey also asked about landlords' attitudes toward the Green Deal:

“The Green Deal will allow landlords to make energy efficiency improvements to their properties with no upfront costs and loans repaid by whoever pays the utility bills. Would you take advantage of such a scheme”:

- 62% of landlords responded that they would consider taking out the Green Deal.
- 24% said they will definitely take it up.

- 21% were unsure.
  - Of those who responded saying they are not interested in the Green Deal, 19% said this was because they had already made energy efficiency improvements to their properties.
  - A further 19% said they would need more information before they would consider it.
13. Of those who responded saying they would consider taking out the Green Deal:
- 66% reported this was because it would reduce energy bills/energy usage.
  - 30% stated it was a cost-effective way of improving the energy efficiency of their property.
  - 26% said they would do so because it was eco-friendly.
  - 23% considered that it would improve the value of their property.

Respondents were able to select more than one category.

14. We would argue this is compelling evidence to demonstrate that once rolled out, landlords will take advantage of the Green Deal.

#### CALL FOR EVIDENCE QUESTIONS

Question 1—*What is the best way of assessing the level of uptake of the Green Deal?*

15. It would be our suggestion that using the EPC Register to track the number of Green Deals successfully taken out is the most efficient and cost-effective method of monitoring Green Deal uptake. Whilst it may require certain modifications to the Register and current software, the cost incurred would be significantly lower than creating a separate standalone database.

16. We would caution against the creation of a separate, standalone Green Deal database. Such a database would need to be managed and administered, incurring potentially significant administrative and cost burdens to the Green Deal Providers who would use it. These costs would inevitably be passed on to consumers in their Green Deal Plans (potentially through higher interest rates on the Green Deal Charge) thereby reducing potential savings for consumer which in turn would reduce interest in the Green Deal.

Question 2—*What is the best way of assessing the level of energy savings being delivered by the Green Deal?*

17. As with the response to the previous question, we would recommend using the estimated savings calculated through the Green Deal Assessment process which are stated on the EPC. Again, as this system is already in existence and Green Deal Providers will be required to upload the new EPCs to the Register once the Green Deal improvements have been installed, this will minimise the administrative burden for Green Deal Providers, reduce costs for consumers and only require minor modifications to the current software. We hope this should prove an effective and low-cost method of monitoring energy savings delivered through Green Deal.

18. The NLA would caution against including monitoring requirements as conditions to a Green Deal package. Such a requirement is highly likely to act as a disincentive to uptake. This is particularly relevant in the rented sectors (both social and private rented) where the owner of the property and the person responsible for repaying the Green Deal Charge are different people. A landlord cannot guarantee when taking out a Green Deal that every tenant throughout the life of the Green Deal repayment term will comply with monitoring conditions and therefore, if monitoring were a condition of a Green Deal Plan, many landlords would be extremely reluctant to undertake Green Deal works.

Question 3—*What is the best way of assessing the carbon savings being delivered by the Green Deal?*

19. Using a national average price for carbon, it may be possible to use the estimated savings from the improvements contained within the EPC to calculate an estimated carbon saving per Green Deal Plan.

Question 4—*What is the best way of assessing whether the Green Deal is delivering value for money to consumers?*

20. It will undoubtedly be extremely challenging to accurately assess value for money in this context. The NLA believes that, to a certain extent, value for money in the private rented sector will be demonstrated through Green Deal uptake, in that volume will only be achieved if the product is perceived to represent good value for money. With this in mind, we would argue that in order to assess whether the Green Deal is delivering value for money, it is vitally important there is effective monitoring and analysis of the whole Green Deal process, from initial enquiry through to installation, attachment of the Green Deal Charge and during the repayment term, and that statistical analysis is broken down by tenure. Such analysis will also show whether there are any pinch-points in the Green Deal process (ie particular points in the Green Deal journey where large number of potential consumers drop out).

21. Further, value for money should be ensured in the first instance by strict adherence to the Golden Rule. Doing so will by definition demonstrate that cost savings are being generated in a tangible manner. However, it will remain difficult to assess this without the collection of data over the long-term of energy usage. It is

likely that analysis based on average consumption, post Green Deal energy saving projections and energy prices will prove the most cost-effective and realistic method of assessment.

Question 5—*What is the best way of assessing whether the Green Deal is being delivered effectively?*

22. As with the response to the previous question, effective delivery of the Green Deal will be demonstrated through Green Deal uptake and a lack of complaints. It will therefore be important for Government and Parliament to monitor not only Green Deal uptake through the EPC Register but also complaints from consumers about their Green Deal Plans.

23. We would also suggest that at this early stage no one is in a position to anticipate what the problems may be. Whilst aspects of the Energy Company Obligation (ECO) derive from previous schemes, the Green Deal is an entirely new mechanism that has never been tried before (we would argue that it is not possible to use information from the Pay as You Save Pilots under the previous Government as evidence of Green Deal problems as there are fundamental differences in the schemes). Therefore, any attempts at this stage to anticipate likely problems can only be based on conjecture, anecdote and supposition. We do not feel this is appropriate for robust policy analysis or development and strongly believe it is necessary to await firm statistical analysis.

Question 6—*What is the best way of assessing customer satisfaction with the Green Deal?*

24. The NLA would contend that undertaking consumer feedback and customer satisfaction surveys once the Green Deal measures have been installed and the Green Deal Charge applied should be a routine quality assurance process required of all Green Deal Providers. These surveys can then be collated and periodically sent to the Green Deal Oversight and Regulatory Body who can undertake further quality assurance checks. Such a course of action is routine business practice for many companies (and public bodies). Consumers understand and are aware that quality assurance is carried out and therefore customer satisfaction surveys should not have any discernible impact on Green Deal uptake. Anything more stringent could increase costs for Green Deal Providers and act as a disincentive for consumers.

Question 7—*What is the best way of assessing whether everyone who wants to is able to access the Green Deal?*

25. The NLA was involved in the recent Hard-to-Reach Households Panel, chaired by Laura Sandys MP, which looked into ways vulnerable households could access both the Green Deal and Energy Company Obligation. This question was raised several times. It was the NLA's position that there is no simple answer to this question, and this position appeared to be supported by the rest of the panel. We argued that many different sources of information and avenues to market for the Green Deal and ECO were needed. In order to make the Green Deal work Government bodies, local authorities, charities, not-for-profit organisations, other third sector bodies and companies all need to communicate the benefits of Green Deal in their own way to their own audience/customer base. Therefore, to look at what would be the best way of assessing whether everyone who wants the Green Deal is able to access it, we need to look at the organisations that are interacting on the issue. This way, Government will gain an insight into any sectors of society that are being missed.

26. Looking at the question from an empirical standpoint, it is also necessary to monitor how many contacts with the Energy Saving Advice Service (ESAS) resulted in people going forward with the Green Deal; potentially with follow-up calls to determine why people choose not to go forward with the Green Deal. This will build a further evidence base on pinch-points in the process as mentioned in paragraph 20 above.

Question 8—*What sources of data are available for measuring your suggested indicators?*

27. As previously stated, the NLA believes the most effective and cost efficient data source is through the existing national EPC Register. Complaints and other data can be obtained through the ESAS helpline, Green Deal Oversight and Regulatory Body and the Green Deal Ombudsman.

Question 9—*Should there be annual take-up targets for Green Deal and if so, what should they be?*

28. The NLA does not believe annual targets are a necessary part of the Green Deal framework. As essentially a market-based approach to tackling the issue of energy efficiency, it will take time for the market to react. The NLA believes that the roll-out of smart meters, coupled with the changes to EPCs that will be brought into force on 9 January 2013 and the private rented sector regulations contained within the Energy Act 2011 will have a substantial impact on raising the importance of energy efficiency for both landlords and tenants and we hope to see significant uptake of Green Deal in the private rented sector. We believe this approach has already been understood by both the Government and Parliament and is demonstrated by not bringing in immediate minimum energy standards in the private rented sector but allowing the market several years to adjust to the Green Deal before imposing minimum energy efficiency standards from April 2018.

29. Further, we would caution against annual targets as this is likely to result in “hard-selling” to consumers by the Green Deal Providers which could have significant consequences in terms of both the number of complaints received and a poor reputation of the Green Deal.

January 2013

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## Written evidence submitted by Energy UK

### 1. INTRODUCTION

1.1 Energy UK is the trade association for the energy industry. Energy UK has over 70 companies as members that together cover the broad range of energy providers and supplies and include companies of all sizes working in all forms of gas and electricity supply and energy networks. Energy UK members generate more than 90% of UK electricity, provide light and heat to some 26 million homes and last year invested £10 billion in the British economy.

1.2 Energy UK strongly believes in promoting competitive energy markets that produce good outcomes for consumers. We are committed to working with Government, regulators, consumer groups and our members to develop reforms which enhance consumer trust and effective engagement. At the same time, Energy UK believes in a stable and independent regulatory regime that fosters innovation, market entry and growth, bringing benefits to consumers and helping provide the certainty that is needed to encourage investment and enhance the competitiveness of the UK economy.

1.3 These high-level principles underpin Energy UK’s response to the Energy and Climate Change Committee’s inquiry into its Green Deal watching brief. This is a high-level industry view. We would be happy to discuss any of the points made in further detail with the Committee or any other interested party if this is considered to be beneficial.

### 2. ENERGY UK RESPONSE

2.1 Energy UK welcomes the committee’s decision to track the progress of the Green Deal. In doing so, it is, however, important that the Committee is conscious of the relationship between the roll out of the Green Deal and the ability of obligated suppliers to effectively and efficiently deliver against the Energy Company Obligation (ECO). Energy UK has a number of concerns about the effects that policy uncertainty, complexity, and the interdependencies with other energy efficiency schemes, could have on the cost of delivering the ECO.

2.2 As you will be aware, to ensure the Green Deal is able to help households access the more expensive energy efficiency measures (eg hard to treat cavity and solid wall insulation) the Carbon Emission Reduction Obligation (CERO) element of the ECO has been designed to help to financially underpin the Green Deal by subsidising measures that would not otherwise meet the Golden Rule.

2.3 It should, however, be stressed that regardless of Green Deal take up, obligated energy suppliers will still have to deliver the ECO. Delivering the latter without the former will be a lot more challenging and expensive. The energy suppliers’ ability to affordably meet their ECO targets is highly dependent on the success of the Green Deal and this in turn requires a vibrant Green Deal market. If uptake of the Green Deal is low, suppliers will be required to fund a larger than expected percentage of energy efficiency improvements (to cover the costs expected to be paid for by homeowners through the Green Deal) to meet their CERO targets under the ECO. This additional cost will then be passed to all customers through increases to their energy bills.

2.4 NERA was recently commissioned by Energy UK to carry out an independent analysis of the Government’s estimates of ECO’s costs. NERA’s final report, published in November 2012, found that the annual costs of delivering ECO had the potential to exceed £2.35 billion,<sup>6</sup> as opposed to the £1.3 billion projected by DECC in its impact assessment. In particular, the NERA report highlighted current uncertainty around the ECO and the level of demand associated with the Green Deal roll out. It is important that all stakeholders closely monitor the delivery and costs of both schemes so that if necessary any adjustments can be made at the earliest possible opportunity.

2.5 Whilst NERA and DECC have some un-reconciled views on the assumptions that each organisation have used to come to their respective conclusions on the likely cost of the ECO, importantly both organisations’ cost calculations are based on a successful Green Deal. Energy UK and our members, therefore, strongly support actions to ensure the Green Deal is a success and that it realises the Government’s impact assessment and keeps ECO costs down.

2.6 Furthermore, given the direct link between the Green Deal and delivery of the ECO, Energy UK considers it important that on-going measurement and assessment of the Green Deal is carried out in a transparent fashion, clearly showing the level of impact (identifying areas of both success and failure) on the ECO and, therefore, potential consumer contributions. Energy UK has accordingly proposed an open dialogue with DECC, such that should any adjustments to the programme be required they can be made in good time.

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<sup>6</sup> The Costs of the Energy Company Obligation, NERA Economic Consulting, <http://www.energy-uk.org.uk/publication/finish/5-research-and-reports/752-nera-report-the-costs-of-the-energy-company-obligation-21-november-2012.html>

2.7 Trusted agencies such as Local Authorities can help with engagement if they understand their housing stock.

2.8 Energy efficiency messages should be tailored to each community and then further transformed depending on the needs of the individual.

2.9 The privately rented housing sector should be engaged and “carrot and stick” approaches could be considered.

2.10 A country wide information programme is required to inform households of the Green Deal and this should be undertaken by a range of organisations led by Government.

January 2013

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### Written evidence submitted by Ofgem

In answer to your questions:

#### 1. *A summary of Ofgem's responsibilities in relation to the Green Deal and/or the Energy Company Obligation*

Suppliers' licences have been modified by the Secretary of State to include conditions on the collection and remittance of Green Deal charges to the finance providers. We are responsible for enforcing these conditions as we are for any licence condition. We are also responsible for enforcing part of the Green Deal Arrangements Agreement between suppliers and providers. As you know, none of this is Ofgem policy; it is all DECC policy.

With regard to the ECO, Ofgem will serve as the Administrator for ECO from the commencement of the scheme to 31 March 2015. We will allocate the qualifying suppliers a proportion of the overall targets on an annual basis, determined by each supplier's share of the gas and electricity supply market.

Our other duties include:

- Monitoring supplier progress.
- Reporting to the Secretary of State.
- Fraud, audit and compliance.
- Final determination on whether a supplier has achieved their obligations.

#### 2. *Details of any data that Ofgem is required to collect in relation to the Green Deal/ECO and whether this data will be available to DECC and/or the public*

We are collecting information on the measures that are installed under ECO but we have no part in the monitoring of Green Deal.

The information we collect relates to a number of areas:

- Identifying the measure installed.
- Its eligibility to be counted against a supplier's ECO.
- The carbon or cost saving attributable to the measure.

To assess the information and have confidence of its accuracy we will also collect:

- The location it is installed in;
- whether it was delivered to a member of the affordable warmth group;
- how the carbon or cost saving was derived and information to allow us to qualify this;
- the standards of installation; and
- whether a Green Deal was involved and whether the measure was purchased by a supplier via the brokerage.

We are required to report this information to DECC as a summary of suppliers' progress against their obligations. We will look to provide high level information to the public where it is not commercially sensitive or doesn't impact on individuals privacy.

In addition to the summary of suppliers progress we are working with DECC to arrange measure level information to inform future policy decisions.

#### 3. *Details of any other data that Ofgem intends to collect in relation to Green Deal/ECO and whether this data will be available to DECC and/or the public*

DECC have asked us to collect some additional data to help them to assess the cost of ECO and whether the scheme is successfully reaching vulnerable customers. We are unlikely to make this information available publically as cost data will have commercial sensitivity and customer groupings will contain elements that will fall under the data protection act.

You might also find the following two factsheets (recently updated on our website) useful:

<http://www.ofgem.gov.uk/Media/FactSheets/Documents1/household-bills.pdf>

[http://www.ofgem.gov.uk/Media/FactSheets/Documents1/CERT%20and%20CESP%20factsheet\\_web.pdf](http://www.ofgem.gov.uk/Media/FactSheets/Documents1/CERT%20and%20CESP%20factsheet_web.pdf)

February 2013

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### Written evidence submitted by the Energy Saving Trust

#### THE ENERGY SAVING ADVICE SERVICE

The Energy Saving Trust, with HGS UK, runs the Energy Saving Advice Service (ESAS) for England, Wales and Northern Ireland. This is a DECC-funded contract and the telephone service launched in April 2012. The Energy Saving Trust (EST) continues to deliver energy advice in Scotland also through the Energy Saving Scotland advice centres. EST has a long standing position as a national source of trusted advice on energy-efficiency and experience in providing consumers with energy efficiency advice.

ESAS Advisers provide advice on all energy-saving technologies and the funding options available for them. Information is given on all aspects of the Green Deal, for example how to find an Assessor. Information is also provided on the Energy Company Obligation including verifying customer eligibility for the Affordable Warmth scheme in conjunction with the Department for Work and Pensions (through an automated secure process), and all governments' main energy-saving or renewable heat policies. Callers are referred or signposted to organisations that can help them to install the technologies.

We have been requested by the Committee to provide written evidence outlining ESAS's role in relation to the Green Deal/ECO and what data it will be holding in that regard

#### 1. ESAS DATA AND REPORTING

The Energy Saving Advice Service collects data/statistics and reports to DECC (and the Welsh Government) on the following key areas:

- Call volumes, including; calls offered and answered, calls answered within service level and average call handle time.
- Contract service levels, including; customer satisfaction, complaints and number of referrals.
- CRM customer details, including; customer details (inc. local authority and country), how caller heard about ESAS, and the reason for call and call outcome.
- Referrals data to ECO Affordable Warmth participating energy suppliers and previously CERT suppliers.

This data is not made publicly available by EST or HGS.

##### 1.1 DECC Reporting template

The following list provides all the current headings for the data which is compiled for DECC on a monthly basis and therefore records held by the Energy Saving Advice Service.

#### SERVICE LEVEL AND CREDITS

<i>Service Level with Credit applied</i>	<i>Description</i>
SLC1	Percentage of Call answered in 20 seconds
SLC2	Percentage of calls diverted to outflow service
SLC3	Percentage of the total contracted working time that the service is operational and taking calls
SLC4	Percentage of customers who receive a ringing tone for >60 seconds
SLC5	Percentage of e-fulfilments responded to within 30 seconds
SLC6	Customer Satisfaction
SLC7	Customer Empowerment
SLC8	The number of complaints
SLC9	Number of referrals
SLC10	Number of unique contacts leading to installation (not collated currently)
SLC11	Number and percentage of total of ECO Affordable Warmth of ECO referrals submitted within 24 hours following receipt of the DWP match results

<i>Service Level</i>	<i>Description</i>
SL1	Percentage of e-mail enquiries responded to within 24 hours
SL2	Percentage of events, coupons and fax responses processed within 2 working days
SL3	Percentage of complaints resolved within 10 working days for a simple complaint and 28 working days for a complex one.
SL4	Percentage of PQs (including AQs) responses sent to DECC/WAG within 1 working day

CONTACT STATISTICS

<i>Measure</i>
Number of inbound calls
Agent utilisation rate
Number of inbound English calls
Number of inbound Welsh calls
Number of inbound Northern Ireland calls
Calls to 0800 512 012 number (EST legacy number and Scotland)
Calls to 0300 123 1234 number (ESAS telephone number)
Number of inbound e-mails
Number of outbound e-mails
Average call duration
Complaints against Government Schemes
Number of ECO AW cases sent to DWP for verification
Number of ECO AW matched referrals issued in aggregate and per energy supplier
Number of ECO AW unverified referrals issued in aggregate and per energy supplier
Number of ECO AW unmatched results (ESAS outbound calls/letter)
Number of callers who do not consent to DWP data share
Number of ECO AW weekly data batches rejected by DWP upload

REASON FOR CONTACT AND ORIGIN OF CONTACT STATISTICS

<i>Reasons for contact</i>	<i>Origin of Contact</i>
Behavioural Advice	Big Energy Saving Week
Business Policies	DECC or Directgov Website
CERT	Directory (eg Yellow Pages)
CERT Scheme	Energy Bill
Change of Details	Energy Saving Trust
Complaint	EPC
ECO	Green Deal Cashback Mailing Domestic
Energy Performance	Green Deal report
Energy Supplier	Internet Search
EPC Assessor	Leaflet
EST Advice Centre	Local Authority or Local Council
Financing Improvements	Local Campaign
FITs	Newspaper or Press
GD assessor	Previous Contact
GD Provider	Southern Water Enquiries
Green Deal	Warmfront
Heating	Word of mouth
Heating Ventilation & air conditioning	
Insulation	
Lighting	
Making Home Improvements	
Microgeneration	
Microgeneration Signpost	
Other	
Referral/Signpost	
RHI	
RHPP	
Understanding EPC/GD Report	
Warmfront/Nest	
Water	
Water Heating	

## Written evidence submitted by Ombudsman Services

### EXECUTIVE SUMMARY

The Ombudsman Service Ltd (Ombudsman Services) is a company limited by guarantee. It was appointed by the Department for Energy and Climate Change (DECC) to be the ombudsman and investigation service for the Green Deal.

The role of the service is to receive and investigate complaints and, where something has gone wrong, propose a solution. The intention is, as far as possible, to put the complainant back to a situation in which no problem had occurred.

Ombudsman Services' contract with DECC requires it to collect a range of data regarding the Green Deal.

Ombudsman Services has not yet received a complaint about the Green Deal.

### ABOUT THE OMBUDSMAN SERVICE LTD

1. The Ombudsman Service Ltd (Ombudsman Services) is a company limited by guarantee, not for profit, that provides ombudsman services for the energy, green deal, telecommunications, property and copyright licensing sectors. This is by appointment or approval from relevant regulators or government. Ombudsman Services provides dispute resolution and redress to domestic consumers and micro-businesses. Established in 2002, it now has over 8,900 participating companies and, last year, resolved 18,000 complaints. It employs around 170 people with an annual turnover of £8 million.

2. The Department for Energy and Climate Change (DECC) appointed Ombudsman Services as the ombudsman and investigation service for the Green Deal on 14 June 2012.

3. Ombudsman Services is free to consumers and its funding model passes the cost of investigation to the participating companies under its jurisdiction. This is through a combination of subscription and case fee. The exception is the Green Deal Ombudsman and Investigation Service where part of the scheme is currently funded by public money.

4. The funding model incentivises improved customer service through case fees reflecting the extent of use. This remains so for the Green Deal Investigation and Ombudsman Services where the case fee relating to a complaint about a Green Deal Plan is met by the Green Deal Provider.

5. Ombudsman Services' governance ensures that it is independent from the companies that fall under its jurisdiction.

6. To help "level the playing field" between consumers and companies, Ombudsman Services has a contact centre which provides information and can assist those who have difficulty in making a complaint. Proportionality is achieved by providing alternative dispute resolution through different processes.

### THE ROLE OF THE OMBUDSMAN AND INVESTIGATION SERVICE FOR THE GREEN DEAL

7. The role of the ombudsman is to resolve complaints and the Terms of Reference (Appendix 1) dictates the extent of involvement and powers available.

8. Ombudsman Services will investigate complaints relating to the Green Deal Plan, breaches of consent and failure to disclose and acknowledge. The investigation service will investigate by instruction of the Secretary of State issues of concern or matters where the powers of the Secretary of State are required.

9. The ombudsman can require a service or some practical action to be provided, an apology or explanation and, for the Green Deal, a financial award up to £25,000. The ombudsman can also recommend changes to a company's policies and procedures. Where the investigation is solely for the Secretary of State, the ombudsman can recommend an action or sanction for determination by the Secretary of State.

10. Green Deal complaints are handled in accordance with the agreed Key Performance Indicators and most cases will be concluded within eight weeks.

11. Green Deal measures funded by a mixture of the Energy Company Obligation (ECO) and a Green Deal Plan will fall in their entirety within the remit of the Green Deal Ombudsman and Investigation Service. Measures installed solely by the ECO will not but may fall within the Energy Ombudsman's remit. However, this is subject to confirmation and clarification.

### DATA COLLECTED

12. Ombudsman Services is obliged through its contract with DECC to collect and provide a range of data regarding Green Deal complaints. The extent is detailed in Appendix 2. Supplementary data detailing the reason, measure and Green Deal Provider will also be provided to the Oversight and Registration Body (ORB) on a monthly basis.

13. As the Green Deal has only recently been launched, Ombudsman Services does not anticipate collecting additional information but recognises that this may change as the Green Deal develops.



## DATA PUBLICATION

14. Ombudsman Services is required to produce an annual report. The report will be published in July and will provide a range of information including:

- The number of complaints resolved
- Types of new contacts received
- The total contacts responded to
- Channels that contacts used (phone, email)
- Complaint types
- Reasons for accepting a complaint
- Complaints forms issued and returned
- Informally and formally resolved %
- Awards and financial breakdown.

15. While Ombudsman Services will be publishing limited data in its annual report, data publication beyond this will be decided by DECC.

16. The ORB will also be collating and reporting data to DECC, which will include data from Ombudsman Services.

## OMBUDSMAN SERVICES: TERMS OF REFERENCE

These are the Terms of Reference approved by the Board in accordance with the Articles of Association of the Ombudsman Service Ltd (the Company) (hereinafter referred to as Ombudsman Services). Certain expressions used in these Terms of Reference and Annexes are either defined in Paragraph 16 below or otherwise in the Articles.

### 1. PURPOSE AND SCOPE

1.1 Purpose, Scope and Complaints—The main purpose of the Service is:

- (a) The receipt and handling of unresolved complaints made to Participating Companies by any of their customers as defined in the annex of these Terms of Reference;
- (b) The resolution, settlement and/or withdrawal of such unresolved complaints or disputes between a Participating Company and any of their customers;
- (c) Where appropriate, the provision of remedies and redress in respect of matters that form the subject-matter of such unresolved complaints or disputes; in respect of the supply or provision (or failure to supply or provide) by Participating Companies of certain services.

1.2 Services—The services provided by Participating Companies which will be covered by, and fall within the jurisdiction of, the Ombudsman and Ombudsman Services are the services as defined in the annex of these Terms of Reference.

1.3 Eligibility of Potential Participating Companies to join Ombudsman Services—Potential Participating Companies shall be eligible to join Ombudsman Services upon satisfying the criteria in the annex to these Terms of Reference.

1.4 Jurisdiction—Upon becoming a Participating Company to the extent that they offer, supply or provide services specified in the annex a Participating Company shall accept and be subject to the jurisdiction of Ombudsman Services and the Ombudsman in relation to complaints regarding such services.

1.5 Complainants—The Ombudsman and Ombudsman Services shall only have jurisdiction in relation to a complaint against a Participating Company if the person making the complaint satisfies the criteria laid down in the annex of these Terms of Reference.

### 2. Governance of the Service

2.1 The Chief Ombudsman (hereinafter referred to as The Ombudsman) is appointed by, and responsible to, the Board. In determining any complaints made in accordance with these

Terms of Reference, the Ombudsman shall act independently of the Board, any Sector Liaison Panel, the Participating Company and Complainants.

2.2 The Board shall determine eligibility of Potential Participating Companies in accordance with the annex.

2.3 The Service shall be administered by the Company in accordance with the Articles and the

### 3. *Ombudsman's principal aim*

The Ombudsman's principal aim is to receive complaints made by complainants in accordance with these Terms of Reference and to consider and, where appropriate, investigate such complaints in order to encourage and/or facilitate the terms of their resolution, settlement and/or withdrawal.

### 4. *Acceptance of a complaint*

4.1 The Ombudsman has an absolute discretion to decide whether a complaint is within the Ombudsman's jurisdiction, as prescribed by these Terms of Reference or in the annex.

4.2 The Ombudsman has an absolute discretion to refuse to accept (or to terminate consideration of) a complaint, if he/she considers that the complainant has no reasonable prospect of success, recovery or redress in relation either to such complaint and/or the

Participating Company(ies) to which such complaint relates.

### 5. *Provision of information*

5.1 Upon accepting a complaint for consideration, the Ombudsman shall inform the relevant Participating Company that the complaint has been accepted and may require the Participating Company to disclose any documents and to provide any information that the Ombudsman may lawfully and reasonably request relating to his or her consideration of the complaint.

5.2 The Ombudsman may additionally require a complainant to disclose any documents and to provide any information that the Ombudsman may lawfully and reasonably request relating to his or her consideration of a complaint.

5.3 Information passed to the Ombudsman deemed relevant to the investigation of a complaint will be taken account of and disclosed in the investigation report unless reasons are given setting out circumstances justifying non-disclosure. These circumstances should be limited and exceptional (for example, issues such as personal security of the complainant, or member or a third party). If the request for confidentiality is accepted, the Ombudsman will notify the other party that there is confidential material which the Ombudsman does not propose to disclose, the basis on which it is withheld and, as far as possible, the gist of the evidence.

5.4 The Ombudsman's decision (in his sole discretion) as to whether to keep any information in confidence from any party shall be final and binding.

5.5 In exceptional circumstances, where the Ombudsman considers it necessary (as a matter of sole discretion) a site visit, expert report or a face-to-face meeting (or hearing) may be arranged.

### 6. *Handling complaints and the Ombudsman's investigation*

6.1 The Ombudsman will seek to achieve a mutually acceptable settlement of a complaint wherever practical and appropriate.

6.2 If the complaint is not resolved by a mutually acceptable settlement or withdrawn, the Ombudsman may conduct a formal investigation of the complaint.

6.3 The procedure for the conduct of an investigation will be such as the Ombudsman considers appropriate in the particular circumstances of the case and may require such assistance of the parties to the complaint (including in relation to access, information and submissions and written or oral submissions) as the Ombudsman may consider reasonable and appropriate.

6.4 Where an investigation has been conducted the Ombudsman will inform, in writing, the Complainant and the Participating Company concerned of the Ombudsman's conclusion reached or decision made and suggested remedies and, in each case, the reasons for them, and will invite their comments thereon, to be received within a specified period thereafter.

6.5 If, after investigation, the Ombudsman considers that the Participating Company (against which a complaint has been made) is already offering (and continues to offer) a fair and reasonable settlement (even if it is not acceptable to the complainant), or if the Ombudsman considers that no settlement is required, the Ombudsman may exercise discretion to terminate consideration of the complaint.

6.6 In handling complaints, carrying out investigations and reaching any Final Decision (as provided for hereunder) it shall be the duty of the Ombudsman:

- (a) To proceed fairly and in accordance with the principles of natural justice;
- (b) To make reasoned decisions in accordance with what is fair and reasonable in all the circumstances having regard to principles of law, good practice, equitable conduct and good administration;
- (c) To decide whether to continue or discontinue the consideration of a complaint;
- (d) Save with the prior written consent of the relevant parties and subject to paragraphs 6.6 (a) and 6.6 (e) not to disclose the fact of, parties to or details of any complaint, its resolution or enforcement to

persons other than the parties to the complaint, the Board and such officers, employees, agents and advisers of each of such persons as are duly authorised for such purposes;

- (e) To have regard to any applicable rule of law, the terms of any relevant contract, any relevant judicial authority or regulatory provision, any relevant codes of conduct or practice, any guidance of a general nature given by the Board and what is, in the Ombudsman's opinion, best practice in the handling of complaints; and
- (f) To give reasons for any conclusion reached or decision made.

6.7 Notwithstanding paragraphs 6.6(a) and 6.6(e) above, the Ombudsman shall not be bound by any legal rule of evidence or by the past conduct or decisions of, or the past Remedies or Awards imposed by the Ombudsman.

### *7. The Ombudsman's Final Decision*

7.1 If at any stage during the process of the Ombudsman's investigation both the complainant and the relevant Participating Company accept any conclusion reached or decision made then such will become the binding settlement of the dispute.

7.2 If either the complainant or the relevant Participating Company or both do not accept any conclusion reached or decision made, then the Ombudsman will issue a Final Decision, or, as indicated in the relevant annex, a recommendation, including his or her reasons therefore. Such Final Decision or recommendation shall be made after considering any representations the complainant or the relevant Participating Company or both may make in relation to the investigation report and suggested remedies.

7.3 When a binding settlement of the dispute is issued (paragraph 7.1 above) or the Ombudsman issues a Final Decision (either under paragraph 7.1 or 7.2 above) which concludes that the Participating Company has not acted fairly or reasonably, the Ombudsman will set out his or her reasons in writing and may, subject to paragraphs 7.5 and 7.6 below, impose any of the following Remedies requiring the Participating Company to:

- (a) Provide an apology or explanation to the complainant;
- (b) Award to the complainant compensation not exceeding the limit detailed in the annex per complaint (an Award);
- (c) Take some other practical action of direct benefit to the complainant; or
- (d) Provide any combination of the above Remedies.

Each remedy set out in paragraphs 7.3(a) to 7.3(d) above shall be referred to as a Remedy and any combination thereof as Remedies.

7.4 The Ombudsman may also, as a result of considering a complaint, make recommendations to the Participating Company about changing its policies or procedures, including in relation to the provision of its services.

7.5 The total value of all Remedies to be provided or complied with by a Participating Company to or for the direct benefit of a Complainant in respect of a complaint shall not exceed the limit detailed in the annex.

7.6 No Award or Remedy shall contain a punitive element nor be of greater amount than in the reasonable opinion of the Ombudsman is appropriate to compensate the complainant for loss or damage or inconvenience suffered by reason of the acts or omissions of the Participating Company against and in respect of which the Award or Remedy is made.

7.7 The Ombudsman will determine which Participating Company will pay the case fee and provide the remedy.

7.8 No Award or Remedy will be made against a Complainant.

7.9 The Final Decision shall be issued in writing and shall state the Remedies to be provided and a summary of the Ombudsman's reasons for reaching the Final Decision. A copy of the Final Decision shall be given to the Complainant and the relevant Participating Company together, in the case of the Complainant, with an acceptance form (addressed to the Ombudsman) (the Acceptance Form) to be duly completed and signed by the Complainant and returned to the Ombudsman within 28 days of the date of the Final Decision (the Acceptance Period). The Final Decision shall state that if, within the Acceptance Period (or such longer period as the Ombudsman may consider reasonable), the complainant replies to and accepts the Final Decision in full and final settlement of the subject matter of the complaint (by duly completing, signing and returning the relevant Acceptance Form), the Final Decision shall, save in the event of fraud or manifest error, be binding on the complainant and the relevant Participating company.

7.10 If the complainant does not reply to the Final Decision within the Acceptance Period (or such longer period as the Ombudsman may consider appropriate), then the Final Decision will not be binding on the complainant or the relevant Participating Company and it will be open to the complainant to initiate any other proceedings to which the complainant is entitled in pursuit of the complaint.

7.11 If within the Acceptance Period (or such longer period as the Ombudsman may consider reasonable) the complainant replies to the Final Decision but does not accept it in full and final settlement of the subject matter of the complaint, then the Final Decision will not be binding on the complainant or the relevant Participating Company and it will be open to the complainant to initiate any other proceedings to which the complainant is entitled in pursuit of the complaint.

7.12 If the Final Decision becomes binding on the complainant and the relevant Participating Company in accordance with paragraph 7.9, the Ombudsman shall notify the relevant Participating Company of such fact within 14 days of his or her receipt of the complainant's duly completed and signed Acceptance Form. The relevant participating Company shall then provide the Remedy (including any Award) to the complainant within 28 days of the Ombudsman's notification.

7.13 If the Final Decision does not become binding on the complainant and the relevant Participating Company(ies) in accordance with paragraph 7.10 or 7.11, then the Ombudsman shall notify the complainant and the relevant Participating Company of such fact within 14 days following the end of the Acceptance Period (or such longer period as the Ombudsman may consider reasonable).

## 8. *Powers and duties of the Ombudsman*

8.1 The Ombudsman shall have the following powers and duties:

- (a) To report to the Board of the Company on the non-compliance with a Final Decision of the Ombudsman (including in relation to any Awards or Remedies imposed by the Ombudsman) by a Participating Company;
- (b) To ensure, so far as reasonably practicable, equality of access to Ombudsman Services by complainants irrespective of age, disability, gender, race, religion or sexual orientation;
- (c) To enter into Memoranda of Understanding with any bodies the Ombudsman considers appropriate on matters of common interest, including the exchange of information (subject to paragraph 6.6(d) above);
- (d) To encourage and promote good practice by Participating Companies in the handling of complaints they receive;
- (e) To encourage develop and sustain discussions with Participating Companies, trade and professional bodies, consumer bodies and other bodies considered appropriate through the creation of a Sector Liaison Panel about matters relevant to Ombudsman Services;
- (f) To refer to the Board complaints received by him or her about Ombudsman Services and/or the Ombudsman;
- (g) To recommend systemic changes in policy or procedure relating to dispute handling within a Service Sector and, in his discretion, to publish such recommendations; and
- (h) To publish from time to time data, such as volumes, or information on cases such as a digest of complaints or case studies in anonymised forms.

8.2 The Ombudsman shall have the power to delegate, subject (where necessary) to the approval of the Board, any of the Ombudsman's powers and duties to members of staff provided that, in delegating any such powers and duties, the Ombudsman shall exercise all reasonable care and skill to ensure that the delegate discharges all such powers and duties in accordance with the standards expected of the Ombudsman himself/herself; and that complainants retain the right for a review of their case by the Ombudsman (or an appointed deputy)

## 9. *Limits on the Ombudsman's powers*

9.1 The Ombudsman shall not accept a complaint for consideration unless:

- (a) The complainant gave the relevant Participating Company notice of the matter which is the subject of the complaint within twelve months of first knowing of the matter, or as specified in the relevant annex; and
- (b) Either (i) the Participating Company has sent the complainant a letter saying that it is unable or unwilling itself to resolve the complaint to the complainant's satisfaction and providing details of the existence of Ombudsman Services and appropriate contact details for the Ombudsman (a deadlock letter), or (ii) the Participating Company has not issued a deadlock letter within 8 weeks of the complainant's notice (as referred to in paragraph 9.1(a) above) or such longer period as the Ombudsman may consider reasonable, or (iii) other requirements, as stated in the relevant annex, or (iv) the complainant has encountered sustained difficulty in registering a complaint with a Participating Company; and
- (c) The complaint is made to the Ombudsman within six months of the issue of the deadlock letter or, if no deadlock letter has been issued, within nine months of the complainant first giving notice of the complaint to the Participating Company (as referred to in paragraph 9.1(a) above). The Ombudsman has discretion, however, to accept a complaint made out of time if satisfied that there are exceptional reasons to justify the delay.

9.2 The Ombudsman shall not accept a complaint about a matter:

- (a) Of which the complainant had notice before the date when the relevant Participating Company joined Ombudsman Services;
- (b) To the extent such matter has been or is the subject of court proceedings or arbitration or some other independent procedure for the determination of disputes brought by the complainant (unless such proceedings, arbitration or other procedure have been abandoned, stayed or suspended either by or with the consent of the relevant court, arbitral or procedural body or with the written consent of the relevant Participating Company);
- (c) Which either does not concern or relate to the Complainant or to a service of the relevant Participating Company falling within the jurisdiction of Ombudsman Services;
- (d) Which concerns or relates to terms of employment or other personnel issues of, in each case, the complainant;
- (e) If it appears to the Ombudsman that it is more appropriate that the complaint be dealt with by a court, by arbitration, by a sector regulatory determination or under another complaints or conciliation procedure;
- (f) If it appears to the Ombudsman that the complaint is frivolous or vexatious;
- (g) To the extent that the complaint relates to a Participating Company's commercial judgement in determining whether and, if so, on what terms a service is to be provided.

9.3 In relation to any matter forming the subject of a complaint in respect of which the Ombudsman has previously reached a decision or conclusion (a Concluded Complaint), the Ombudsman shall not accept or consider:

- (a) A new complaint the subject matter of which and the parties to which are the same (or substantially the same) as those addressed in relation to the Concluded Complaint; or
- (b) A request to reconsider the Concluded Complaint, unless, in exceptional circumstances, the Ombudsman is of the opinion that (i) significant evidence or facts not available at the time of, or not taken into account in, the Ombudsman's consideration of the Concluded Complaint have come to the attention of the Ombudsman, and (ii) had such evidence or facts been so available or taken into account it is reasonably likely that the decision or conclusion reached in relation to the Concluded Complaint would have been substantially different.

## 10. Charges

10.1 The Ombudsman will make no charge to complainants for the consideration of their complaints.

## 11. Duties of each Participating Company

11.1 Each Participating Company undertakes to:

- (a) Contemporaneous with becoming a Participating Company, execute a deed poll (the "Deed Poll") or a Supply of Service Agreement (in the form set out by the Board from time to time) which shall, *inter alia*, enable a complainant to enforce any Remedy and/or Award directly against Participating Companies unless specified otherwise in the annex.
- (b) Ensure that it and, as appropriate, each of its relevant subsidiary undertakings complies with, observes and performs the obligations and duties of a Participating Company under the Terms of Reference, the Articles, the Deed Poll or Supply of Service Agreement and/or otherwise in connection with Ombudsman Services.
- (c) Submit to any consideration or investigation of a complaint by the Ombudsman and Ombudsman Services to which it is a party, pursuant to and in accordance with these Terms of Reference;
- (d) Comply with any Final Decision (including any Remedy and Award) which, in accordance with these Terms of Reference, is made by the Ombudsman against it and is duly accepted by the Complainant and which is binding on it and the relevant complainant under these Terms of Reference;
- (e) Maintain and operate an adequate internal complaints procedure for the resolution of complaints in relation to matters which could be the subject of consideration or investigation by the Ombudsman and Ombudsman Services, being a procedure under which the complaint, if not previously resolved, settled or withdrawn is addressed by the dispatch of a deadlock letter (as defined below);
- (f) Provide information to complainants regarding Ombudsman Services in accordance with its complaint handling procedures and encourage any such complaint, which is not resolved, settled or withdrawn, to be dealt with under the jurisdiction of the Ombudsman and Ombudsman Services, including (without limitation) by giving due and reasonable consideration to any request by a complainant for such Participating Company's written consent to abandon, stay or suspend any court proceedings, arbitration or other procedures as are referred to in paragraph 9.2(b) above;
- (g) Each Participating Company or, in accordance with the annex, the relevant third party on such Participating Company's behalf, shall (within the relevant period from time to time prescribed for

such) pay to the Company such subscriptions and case fees as shall be demanded or imposed from time to time, by or on behalf of the Company, in accordance with such scales of subscriptions and case fees as shall (from time to time) be determined by the Company.

11.2 For the avoidance of doubt any such Deed Poll or Supply of Service Agreement executed prior to the date of these Terms of Reference unless otherwise therein provided shall continue to have full force and effect as if effected under these Articles as amended.

## 12. *Termination of Participating Company's membership*

12.1 The Board shall have the right and discretion to remove a Participating Company from the Service with immediate effect on written notice to such Participating Company in the event of such Participating Company ceasing trading, being wound up or dissolved by voluntary or involuntary proceedings, entering into a voluntary arrangement with its creditors or on the appointment of an administrator, administrative receiver, receiver or liquidator in respect of such Participating Company.

12.2 Any Participating Company may also be removed from the Service for any reason for any persistent or serious failure not provided for in Paragraph 12.1 above to comply with the scheme's rules or the Ombudsman's decision provided that not less than 21 days' prior written notice shall be sent to the Participating Company whose removal is in question specifying the intention to propose such removal from the Service and the general nature of the grounds on which such removal is proposed. Such notice shall set out the procedure under which removal is being considered.

12.3 A Participating Company may only terminate its membership with Ombudsman Services by giving not less than six months' notice ending on the 31st March in writing to the Director of Corporate Services.

12.4 Termination of its participation in the Service by or removal of a Participating Company from the Service as provided for in Paragraphs 12.1, 12.2 and 12.3:

- (a) Shall not entitle the Participating Company to repayment of the whole or any part of any charge or case fee previously paid by it;
- (b) Shall be without prejudice to the Participating Company's liability to pay any charge or case fee which has become or becomes due and payable by it
- (c) Shall be without prejudice to any other accrued rights, entitlements, obligations and/or liabilities of the Participating Company; and
- (d) Shall be without prejudice to the Participating Company's obligation to: (i) comply with any Final Decision which, in accordance with the Terms of Reference, is made by the Ombudsman against it and is accepted by the complainant and which is, therefore, binding on it in accordance with the Terms of Reference; and (ii) provide to the Complainant (within the period prescribed by the Terms of Reference and/or such Final Decision) any Remedy (including any Award) made under any such Final Decision, provided, in each case, that the complaint or dispute to which such Final Decision relates was made to the Ombudsman prior to such cessation;
- (e) Shall be without prejudice to the Participating Company's obligation to remain liable in respect of complaints or disputes against it, or with it, which originated whilst it was a Participating Company as if it remained a Participating Company.

12.5 Should a Service Sector decide to end its participation in the Service then:

- (a) Each Participating Company (or, in accordance with the relevant Terms of Reference, the relevant third party on such Participating Company's behalf) shall be required to give not less than twelve months' notice ending on the 31st March in writing to the Director of Corporate Services.
- (b) each Participating Company (or, in accordance with the relevant Terms of Reference, the relevant third party on such Participating Company's behalf) shall in addition be liable pro rata for all the Company's consequential expenditures arising from that termination including but not limited to the costs of redundancy, rental liabilities for property and equipment, and associated liabilities whenever arising from the Service for that Service Sector;
- (c) Each Participating Company (or, in accordance with the relevant Terms of Reference, the relevant third party on such Participating Company's behalf) of that Service Sector shall not be entitled to be reimbursed any funds of the Company held in reserve until all obligations incurred by virtue of 12.4 or this 12.5 have been satisfied and then only at the discretion of the Company pro rata in respect of any reserve to which the relevant Participating Company (or, in accordance with the relevant Terms of Reference, the relevant third party on such Participating Company's behalf) may be deemed to have contributed and the decision of the Company in the apportionment and identification of such reserves shall be final.

## 13. *Notices*

13.1 Any notice or document may be served on or delivered to the Company or Participating Company, the Ombudsman or the Secretary, as the case may be, in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied.

13.2 The accidental failure to send, or the resultant non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

#### 14. *Review of the Terms of Reference*

14.1 The Board will complete a review of these Terms of Reference periodically at intervals of not more than three years. Such reviews will include (without limitation) consideration as to whether there is evidence of complainants seeking to abuse the right to complain in order to evade or delay the payment of money or the performance of any other obligation rightfully owed by them to any Participating Company of Ombudsman Services.

#### 15. *Amendment of the Terms of Reference*

15.1 The provisions of paragraphs of these Terms of Reference (together with any definitions used within such paragraphs) may only be amended by the Board and after consulting with and taking due account of the views of the Sector Liaison Panel and Participating Companies and such other bodies as the Board considers appropriate.

#### 16. *Interpretation*

16.1 Unless the context otherwise requires, the definitions and interpretations set out below shall apply to these Terms of Reference and any Annexes, in addition, to the extent not otherwise set out below and not otherwise inconsistent herewith, the definitions and interpretations included in Article 1 of the Articles shall also apply to these Terms of Reference:

“Articles” means the Articles of Association from time to time of the Company;

“Board” means the board of directors of the Company;

“Company” means the Ombudsman Service Limited;

“Final Decision” means a Final Decision made by the Ombudsman pursuant to and as referred to in these Terms of Reference;

“person” includes anybody, body corporate, government, state or agency of any government or state, or any joint venture, association or partnership, and references (express or implied) to person or it, shall be construed so as to include references to such persons, to any natural or legal person and to a person’s legal personal representatives and successors;

“Ombudsman Service” means Ombudsman Services which the Company administers in accordance with the Articles and the Terms of Reference;

“Participating Company/Companies” means a person who has subscribed to participate in the Service in respect of a Service Sector and has joined the Service in accordance with the relevant Terms of Reference (and (as the context so requires) each and/or any of its subsidiary undertakings from time to time) and which has put relevant services and/or products under the jurisdiction of the Chief Ombudsman and the Service Person including anybody, body corporate, government, state or agency of any government or state, or any joint venture, association or partnership, and references (express or implied) to person, he, she or it, shall be construed so as to include references to such persons, to any natural or legal person and to a person’s legal personal representatives and successors;

“Potential Participating Company/Companies” means a person who is not a Participating Company but who, if they subscribed to be a Participating Company would be eligible to be so under the Terms of Reference;

“Remedy” and “Remedies” shall have the meaning attributed to them in paragraph 7 above; Subsidiary undertaking has the meaning given in Section 1159(1) of the Act; and

16.2 Words importing the singular number include the plural and vice versa.

16.3 Words importing the masculine include the feminine and vice versa.

16.4 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time modified, amended re-enacted or supplemented.

16.5 Unless the context otherwise requires, references to paragraphs and sub-paragraphs are to paragraphs and sub-paragraphs of these Terms of Reference.

16.6 These Terms of Reference are to be read and construed subject to the Articles and, in the event and to the extent of any conflict or inconsistency between the provisions of these Terms of Reference and the provisions of the Articles (including the definitions and interpretation therein), the provisions of the Articles shall prevail and apply.

## Annex 5

## TERMS OF REFERENCE FOR THE GREEN DEAL OMBUDSMAN AND INVESTIGATION SERVICE

## 1. INTERPRETATION

Unless the context otherwise requires, the definitions and interpretations set out below shall apply in addition to those in the generic terms of reference. In addition, to the extent not otherwise set out below and not otherwise inconsistent herewith, the definitions and interpretations included in Article 1 of the Articles shall also apply to these terms of reference:

“Award” means the compensation awarded to the complainant not exceeding £25,000 (inclusive of VAT) per complaint;

“Breach of Consent complaint” is a complaint about a failure to obtain necessary consent or consents for a Green Deal plan and/or Green Deal measure(s);

“Customer” means any person who is party to a contract with a participating company of the Green Deal Ombudsman and Investigation Service for the supply or provision of any service falling within the jurisdiction of the Ombudsman and Green Deal Ombudsman and Investigation Service;

“DECC” means the UK Department of Energy & Climate Change;

“Disclosure and Acknowledgement complaint” is a complaint about the failure to disclose or acknowledge the existence of a Green Deal plan;

“Energy Supplier” means a provider of energy who holds a supply licence for the supply of gas and/or electricity to domestic and small business customers;

“FOS” means the Financial Ombudsman Services;

“Green Deal Advisor” means a Green Deal accredited assessor providing advice and information to existing or potential customers of Green Deal services;

“Green Deal Assessor Organisation” means any Green Deal accredited company or organisation (or if a sole trader is them self a Green Deal Advisor) or employs Green Deal advisors to undertake assessments of suitability for the Green Deal on behalf of actual or potential customers of a Green Deal provider;

“Green Deal Installer” means any Green Deal accredited company or organisation that undertakes installation of materials or equipment according to a Green Deal plan and on behalf of customers of a Green Deal Provider;

“Green Deal Provider” means any company or other organisation that undertakes to provide finance for any service or equipment under the Green Deal legislation and is registered as such by the Green Deal Registration and oversight body;

“Green Deal Registration and Oversight Body” (“GDR-OB” or “Gemserv”) means the organisation appointed by DECC to manage the Green Deal system and processes;

“Improver” means the owner or occupier of the green deal property at the time the complaint is made; “licences” refers to:

(a) Gas licences: (i) a licence under section 7A(1) of the Gas Act 1986 (supply licences); (ii) a licence under section 7(2) of the Gas Act 1986 (transportation licences); and

(b) Electricity licences: (i) a licence under section 6(1)(d) of the Electricity Act 1989 (supply licences); (ii) a licence under section 6(1)(c) of the Electricity Act 1989 (distribution licences);

“Ofgem” means the Office of Gas & Electricity markets, the regulatory authority for energy supply and distribution.

“OFT” means the Office of Fair Trading, the regulatory authority for retail markets; “OIS” means the Ombudsman & Investigation Services, otherwise known as “the Green Deal Ombudsman and Investigation Service”;

“Ombudsman Services: Energy” (also known as “EOS”) means the Ombudsman Service provided to energy suppliers and energy network operators;

“The Green Deal Ombudsman and Investigation Service” means the Ombudsman Service provided to Green Deal providers, the Green Deal registration and oversight body and the Secretary of State for Energy & Climate Change;

“Participating company” means a Green Deal provider registered with the Green Deal registration and oversight body and admitted into the Green Deal Ombudsman and Investigation Service by the board in accordance with these terms of reference and, as the context so requires, each and/or any of its subsidiary undertakings from time to time which has put its relevant services under the jurisdiction of the Ombudsman and the Green Deal Ombudsman and Investigation Service;

“Secretary of State” is the Secretary of State for Energy and Climate Change; “UKAS” means UK Accreditation Services, the organisation appointed by DECC to oversee the training, qualifications and accreditation of Green Deal assessors and installers.



## 2. ELIGIBILITY TO BECOME A PARTICIPATING COMPANY

Only person or persons registered and approved as a Green Deal provider by the Green Deal registration and oversight body may be admitted as a participating company.

## 3. SERVICES

The services provided by participating companies of the Green Deal Ombudsman and Investigation Service which will be covered by, and fall within the jurisdiction of, the Ombudsman and the Green Deal Ombudsman and Investigation Service are the services associated with a Green Deal plan. This shall include that part of the electricity bill provided periodically by the Green Deal customer's energy supplier and identified as such on the bill.

## 4. COMPLAINANTS

4.1 The persons entitled to make a complaint in relation to an alleged breach of the regulations, the framework provisions, or the Green Deal plan are:

- (a) The improver;
- (b) A person whose consent was necessary for the inclusion of payments for the energy efficiency improvement in the energy bills for the property and who does not fall within paragraph (a);
- (c) A person whose consent was necessary for the installation of the energy efficiency improvement at the property and who does not fall within paragraph (b);
- (d) A person who became the bill payer after the installation of the energy efficiency improvement at the property;
- (e) A person who takes ownership or occupation of the property after the installation of the energy efficiency improvement, but is not the bill payer;
- (f) The Secretary of State; and
- (g) A person who is acting on behalf of any of the above, such as authorised agents, solicitors or third parties acting with the person's express consent, executors or those with power of attorney.

4.2 The persons entitled to make a complaint in relation to an alleged breach of the disclosure and acknowledgement provisions are:

- (a) The improver;
- (b) A person who became the bill payer after the installation of the energy efficiency improvement at the property [4.1 (d) above];
- (c) A person who takes ownership or occupation of the property after the installation of the energy efficiency improvement, but is not the bill payer [4.1 (d) above];
- (e) A person who is acting on behalf of any of the above, such as authorised agents, solicitors or third parties acting with the person's express consent, executors or those with power of attorney.

4.3 The persons entitled to make a complaint in relation to an alleged breach of consent are:

- (a) The improver;
- (b) A person whose consent was necessary for the inclusion of payments for the energy efficiency improvement in the energy bills for the property and does not fall within paragraph (a) [4.1 (b) above];
- (c) A person whose consent was necessary for the installation of the energy efficiency improvement at the property and who does not fall within paragraph (b) [4.1 (c) above]; and
- (d) a person who is acting on behalf of any of the above, such as authorised agents, solicitors or third parties acting with the person's express consent, executors or those with power of attorney.

## 5. REFERRAL OF A COMPLAINT FROM THE OMBUDSMAN TO THE SECRETARY OF STATE

5.1 Where the Ombudsman considers that a breach has occurred, and the breach requires the exercise of the powers of the Secretary of State, then the Ombudsman will refer the complaint together with the report of the outcome of the Ombudsman's investigation to the Secretary of State.

## 6. Limits on the Ombudsman's powers

The Ombudsman shall not accept a complaint for consideration unless:

- (a) A Green Deal plan is in place; and
- (b) A complaint (which may be about the provider, the installer or the assessor) has been made to the Green Deal provider (except a complaint relating to disclosure and acknowledgement which can be brought to the ombudsman without first referring to the Green Deal provider):
  - (i) for alleged breach of framework and Green Deal plan (the relevant requirements) is within six years of the date on which the alleged breach occurred; and

- (ii) for alleged breach of disclosure and acknowledgement is within ninety (90) days of the first energy bill received by the bill payer after taking ownership or occupation of the property or being told by the energy supplier of the existence of a green deal plan.

The Ombudsman shall not accept a complaint about a matter:

- (a) Which concerns or relates to subjects that are the province of the FOS, the EOS, the Green Deal Registration & Oversight Body or any other body appointed by DECC to officiate or supervise Green Deal participants but will signpost or otherwise transfer the complainant to the appropriate body or inform him/her/it of the existence of and contact details for that body;
- (b) Which concerns a complaint about any of the above organizations, but will signpost, or otherwise transfer the complainant to DECC; and
- (c) Which is a complaint about an energy assessor and a Green Deal plan is not in place, (the complainant should refer the complain to the energy assessor to handle as required within the assessor services specification). The Ombudsman will transfer all complaints about alleged failures to take a consumer credit modifying step to the Financial Ombudsman Service.

## 7. FINDING OF ALLEGED BREACH REQUIRING VARIATION OF THE GREEN DEAL PLAN

7.1 Where the ombudsman determines that a breach has occurred requiring variation or cancellation of the Green Deal plan, the Ombudsman may:

- (a) Give notice to the Secretary of State of the determination and the reasons.
- (b) Recommend to the Secretary of State to make a determination that a breach has occurred.

7.2 Where the ombudsman has determined that a breach of the disclosure and acknowledgement provisions has occurred or a breach requiring variation of the Green Deal plan, the Ombudsman will report the findings to the Secretary of State who may:

- (a) Cancel or vary the liability of the bill payer.
- (b) Require the person in breach to pay compensation.

## APPENDIX

### CONDITIONS FOR SUBSEQUENT ACTION BY THE SECRETARY OF STATE

Following a referral of an investigation from the ombudsman, the Secretary of State may determine a complaint as set out below.

#### A1 CONDITIONS FOR BREACH: DISCLOSURE AND ACKNOWLEDGEMENT

A1.1 This regulation sets out the conditions, one of which the Secretary of State must be satisfied is met in order to determine that a breach of the disclosure and acknowledgement provisions has occurred.

A1.2 The first condition is:

- (a) The energy performance certificate was not received by the relevant person; or
- (b) The energy performance certificate was received by the relevant person, but did not contain the up to date green deal information.

A1.3 The second condition is:

- (a) The contract did not contain the acknowledgement;
- (b) The energy performance certificate was received by the recipient after the specified time; or
- (c) The contract contained wording concerning the liability of the bill payer to make payments under the green deal plan and that certain terms of that plan were binding on the bill payer, but the wording is not an acknowledgement.

A1.4 But in any case where the second condition is met, the Secretary of State must be satisfied, that the complainant, or the bill payer if different, has suffered substantive detriment as a result of the breach of the condition.

A1.5 In determining whether the complainant, or the bill payer if different, has suffered substantive detriment, the Secretary of State may have regard to whether that person or the bill payer, if different, knew at the relevant time, that the bill payer would be liable to make payments under the green deal plan, and that certain terms of that plan would be binding on the bill payer.

A1.6 In this regulation, “relevant time” means a reasonable period of time prior to entering into the contract.

#### A2 CONDITIONS FOR BREACH: CONSENT

A2.1 This regulation sets out the condition, which the Secretary of State must be satisfied is met, in order to determine that a breach of the consent provisions has occurred.

A2.2 The condition is, that a necessary permission or consent to the installation of the energy efficiency improvement at the property has not been obtained, whether or not the permission or consent was sought after the energy efficiency improvement was installed.

#### A3 DECISION AS TO BREACH: DISCLOSURE AND ACKNOWLEDGEMENT, CONSENT

A3.1 Where the Secretary of State determines, that a breach has occurred, he must give notice to the provider of the determination, which specifies:

- (a) The obligation breached;
- (b) The act which constitutes the breach;
- (c) The identity of the person responsible; and
- (d) A statement of the reasons for the determination.

A3.2 Where the Secretary of State determines that no breach has occurred, the Secretary of State must give notice to:

- (a) The provider;
- (b) The bill payer; and
- (c) The complainant, where that person is not the bill payer.

#### A4 CANCELLATION OF LIABILITY OF BILL PAYER: DISCLOSURE AND ACKNOWLEDGEMENT, CONSENT

A4.1 Where the Secretary of State is satisfied that a breach of the disclosure and acknowledgement provisions has occurred, the Secretary of State must require the provider to cancel the liability of the bill payer to make payments under the green deal plan.

A4.2 Paragraphs 18.3 and 18.4 apply where the Secretary of State is satisfied that a breach of the consent provisions has occurred.

A4.3 Where the Secretary of State is satisfied that the energy efficiency improvement has been removed from the property, the Secretary of State must require the provider to cancel the liability of the bill payer to make payments under the green deal plan.

A4.4 Where the Secretary of State is not satisfied that the improvement has been removed from the property, the Secretary of State may require the provider to cancel the liability of the bill payer to make payments under the plan.

A4.5 Any requirement imposed under paragraph (1), (3) or (4) must specify the date on which the requirement to cancel takes effect.

A4.6 For the purposes of paragraph (5), the date specified may be prior to the date on which the determination that a breach occurred was made.

A4.7 At the same time as requiring the provider to cancel the liability of the bill payer, the Secretary of State may:

- (a) Require the provider to give notice to the bill payer:
  - (i) That the liability of the bill payer under the plan has been cancelled;
  - (ii) Of the date on which the cancellation took effect;
  - (iii) Of the total amount to be refunded to the bill payer as a result of the Secretary of State's determination;
  - (iv) That the bill payer and any future bill payer at the property may not be held liable to make any payments in relation to the green deal plan; and/or
- (b) Require the provider to notify the relevant energy supplier to cease forthwith collecting any further payment from the bill payer.

A4.8 The Secretary of State must give notice to the relevant energy supplier of the cancellation of the liability of the bill payer and the date on which the requirement took effect.

#### A5 COMPENSATION: DISCLOSURE AND ACKNOWLEDGEMENT, CONSENT

A5.1 Where the Secretary of State has imposed a requirement on the provider to cancel the liability of the bill payer to make payments under section 18, the Secretary of State must require the person in breach to pay compensation to the provider in respect of the cancellation.

A5.2 Where the disclosure and acknowledgement provisions have been breached, and the Secretary of State is satisfied that a person other than the notifier is wholly or partly responsible for the breach, the Secretary of State may reduce the compensation required to be paid by the notifier of such sum as the Secretary of State may think fit.

A5.3 The compensation required to be paid may not exceed the indebtedness under the green deal plan (at the relevant date), less the rebate on early settlement, but including the compensatory amount, where applicable.

A5.4 The Secretary of State may require the compensation to be paid in a fixed sum on a date he specifies, or in instalments over such period, on such dates and of such sums as the Secretary of State thinks fit.

A5.5 Where more than one person was responsible for the breach, or, more than one breach occurred, which was committed by more than one person, the Secretary of State may require those persons to pay compensation in such proportions and on such terms as the Secretary of State may think fit.

A5.6 The Secretary of State must give notice of the requirements as to compensation to the provider.

A5.7 The provider must:

- (a) Calculate the compensation required to be paid by the debtor or debtors in accordance with the notice; and
- (b) Give notice to the debtor or debtors of the requirements as to compensation including the amount of compensation payable.

A5.8 Any sum required to be paid pursuant to this regulation shall be recoverable by the provider as a debt.

A5.9 In this regulation:

- (a) “Compensatory amount” means an amount equal to the cost which the creditor has incurred as a result only of the [debtor’s] indebtedness being discharged at the relevant time, within the meaning of section 95 of the Consumer Credit Act 1974(a);
- (b) “Creditor” shall have the meaning set out in section 189(1) of the 1974 Act;
- (c) “Debtor” means the person required to pay compensation;
- (d) “Rebate” means rebate of charges for credit within the meaning of section 95 of the 1974 Act;
- (e) “Relevant date” means:
  - (i) In a case to which section 18.1 applies, the date on which the breach occurred;
  - (ii) In a case to which regulation 18.2 or 18.3 applies, the date on which the requirement to cancel takes effect; and
  - (f) The “settlement date” has the meaning given in regulation 4 of the Consumer Credit (Early Settlement) Regulations 2004(a).

## APPENDIX 2

### DATA SETS

This appendix is a list of the Green Deal data sets Ombudsman Services is required to collect and provide to DECC.

#### WEEKLY DATA (SEPARATELY FOR ALL COUNTRIES)

##### *Disclosure and acknowledgement*

- Number of complaints received for investigating Disclosure and Acknowledgement
- The number of D&A complaints under investigation
- Estimated date expected to send report to DECC

##### *Breach of relevant requirements and consent provision*

- Number of complainants not satisfied with the Ombudsman’s final determination
- Of those complainants, number of investigations identifying breaches to relevant requirements
- Estimated date expected to send report to DECC for breaches to relevant requirements

#### MONTHLY DATA

##### *A—Percentages against total Green Deal complaints and Number of complaints*

- installations/installers
- independent assessors
- tied assessors
- Green Deal Finance
- passed onto FOS
- passed on to other enforcement bodies/Ombudsmen
- Disclosure and Acknowledgement
- resolved by the Ombudsman on an annual basis, and comparisons to previous years

- resolved within three months
- resolved/unresolved within six months
- resolved/unresolved within nine months
- resolved within 12 months
- resolved after 12 months
- resolved by mutual acceptance (Provider and Consumer)

*B—Number of complaints broken down by measures (eg loft insulation/solid wall insulation/boiler etc—provide EOS with a full list of measures)*

- Number of complaints received
- Number of complaints remaining unresolved after 18 months
- Number of calls made
- Number of correspondence received
- Number of investigations commissioned by GDR-OB/SoS (resolved means, where a case can be closed after passing through the appropriate process, but it does not necessarily mean that the complaint has been upheld)

#### *Regional data*

- England, Scotland and Wales (A + B only)

#### ANNUAL DATA

##### *Customer Satisfaction report*

- DECC, the GDR-OB and customers of the Ombudsman and Investigation Service will need to be assured that complaints are handled satisfactorily by OIS. The OIS will periodically commission independent customer satisfaction research. This will be at least once a year and a qualitative report will be produced.

#### CASE STUDIES

##### *Compensation paid out*

- pay out in relevant range eg £1 to £50; £51 to £100

##### *Monthly KPI data*

- Calls answered <2 mins (>80%)
- Calls answered <5 mins (>95%)
- % correspondence responded to <10 days (100%)
- Complaints resolved within three months (>50%)
- Complaints resolved within six months (>70%)
- Complaints resolved within nine months (>80%)
- Complaints resolved within 12 months (>90%)
- Complaints resolved within 18 months (>98%)
- Case passed onto and accepted by appropriate enforcement body within one month (>98%)
- Complete investigations commissioned by GDR-OB and provide report to GDR-OB within three months (>50%)
- Complete investigations commissioned by GDR-OB and provide report to GDR-OB within six months (>90%)
- Complete investigations commissioned by GDR-OB and provide report to GDR-OB within 12 months (100%)

*February 2013*

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## Written evidence submitted by the Green Deal Oversight and Registration Body

### 1. EXECUTIVE SUMMARY

1.1. Gemserv works at the heart of the UK's energy, environment and water sectors. We provide a range of services to Government departments, regulators, trade associations and market participants.

1.2. Gemserv was appointed to the role of Green Deal Oversight and Registration Body (GD ORB) upon being awarded the contract in June 2012. Gemserv has since worked closely with the Department of Energy and Climate Change (DECC) in developing the accreditation framework and shaping the necessary policy to ensure a robust and transparent Green Deal service delivery.

1.3. As part of the contractual obligations between DECC and the GD ORB, one of the key deliverables includes producing regular reports for submission to DECC. A detailed breakdown of the reporting parameters is provided under sections 2- 4 of this document.

1.4. We welcome the opportunity to participate in the Green Deal Watching Brief Inquiry and would be pleased to provide any other information requested by the Energy and Climate Change Committee.

### 2. SUMMARY OF GD ORB'S ROLE AND RESPONSIBILITIES REGARDING THE GREEN DEAL AND/OR THE ECO

2.1. Under the terms of the contract between Gemserv and DECC, the GD ORB is responsible for the following areas of the Green Deal scheme:

- (a) Maintaining a register of authorised Green Deal Providers, Certification Bodies, Assessor Organisation and installers. (This data is publically available via [www.decc.co.uk/orb](http://www.decc.co.uk/orb));
- (b) Authorise Green Deal Providers on behalf of the Secretary of State;
- (c) Maintaining the Green Deal Code of Practice;
- (d) Controlling the use and protecting the status of Green Deal Quality Mark;
- (e) Monitoring of Green Deal participants to the Code of Practice;
- (f) Non-compliance and redress;
- (g) Data management;
- (h) Gathering evidence of non-compliance and referring participants to the Ombudsman;
- (i) Managing and providing secretariat support to the GDAA (Green Deal Arrangements Agreement) payment systems;
- (j) Managing updates to standards for Green Deal Advice Services;
- (k) Manage ongoing Stakeholder Engagement;
- (l) Implementing the Communications Strategy;
- (m) Evaluating product and installation performance in-situ;
- (n) Contract management and reporting to DECC;
- (o) Publishing an Annual Report. (A version of the report will be made publically available); and
- (p) Development of a fee schedule in year 2.

2.2. Since the launch of the GD ORB helpdesk and website on 8th August 2012, the GD ORB has been dealing enquiries from potential Green Deal Providers, Installers and Assessor Organisations and as well as wider stakeholders. Calls to the helpdesk number (020 7090 1031) are manually logged for monitoring and reporting purposes.

### 3. OVERVIEW OF THE NATURE OF DATA HELD BY THE GD ORB IN RELATION TO THE GREEN DEAL AND ECO

3.1. With regards to the Green Deal, the GD ORB holds the register details for the Green Deal Participants (Green Deal Providers, Assessors, and Installers), Green Deal Advisors (that are contracted or employed by Green Deal Assessors) and the Certification Bodies. The data held comprises; the GD Participants contact details, nominated contact person, the scope of their authorisation, geographical coverage, plus dates of certification and removal, where applicable. This data is uploaded at least weekly and is publically available via the GD ORB website: [www.decc.gov.uk/orb](http://www.decc.gov.uk/orb)

3.2. The GD ORB also holds confidential information relating to several areas of the applicant Green Deal Providers' organisations including their plans of how they intend to operate in the market. Further detail on the nature of the information held, is provided in the Table 1 and 2 in Annex A (at the end of this report) of the data submitted in the applicant Green Deal Provider's Pre-Assessment Questionnaire and Fitness Test.

3.3. The GD ORB assesses the information provided and compiles a recommendation report pertaining to the applicant's fitness to act as an authorised Green Deal Provider. The recommendation report is sent to DECC for review and signed off on behalf of the Secretary of State.

3.4. A number of Green Deal delivery organisations also send data through to GD ORB on agreed timeframes, more detailed information can be found in paragraphs 3.5 to 3.10 below.

3.5. From March 2013 onwards DECC/EPC Register Operators will be providing GD ORB with the following record level information:

- (a) Green Deal Plan information: the Green Deals that are "new" (where a unique Green Deal Plan ID has been created and initial checks were carried out, but no notification sent to the Bill Payer), "pending" (where the first notification of a pending Green Deal Plan has been sent to the Bill Payer, but measures are not yet installed) and "live" (Green Deal charge information has been sent to the Green Deal Licensee and the required Bill Payer notification regarding pending Green Deal Charges has been generated by the Green Deal Licensee); measures installed, Green Deal Advisor ID; Domestic/Non-domestic Green Deal Plans;
- (b) Occupancy Assessments and EPCs produced and lodged.

*Please note that the information transfer described in this paragraph is still being finalised at the time of writing and may be provided directly to GD ORB by EPC Register operators in England and Wales, and separately in Scotland.*

3.6. DECC will also be providing GD ORB with the following record-level information from the Green Deal Central Charge Database on a six-monthly basis up to the end of June 2013 and December 2013 and every six months until the end of Gemserv's contract with DECC:

- (a) Green Deal Plan ID;
- (b) Green Deal Provider;
- (c) Green Deal Proposed End Date;
- (d) Green Deal Actual End Date; and
- (e) Country.

3.7. The Green Deal Provider monthly and annual reporting requirements are outlined in the Annex 2 of the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012. The first reports are expected in March 2013.

3.8. The Certification Body monthly reporting requirements are outlined in the Regulation 19 of the Green Deal Framework (Disclosure, Acknowledgment, Redress etc) Regulations 2012. The first reports were received in November 2012, but the complete submissions are expected from March 2013.

3.9. Since October 2012, Landmark supply GD ORB with weekly aggregate information on the number of assessments lodged.

3.10. In addition, the GD ORB has set up arrangements with the Energy Saving Trust, the United Kingdom Accreditation Service (UKAS), Ombudsman Services Limited and Capita to provide us with certain data on a monthly (or weekly) basis that would help us to fulfil out monitoring functions. Please note that not all the necessary MoUs have been put in place to enable this data transfer at the time of this report being produced but the intended scope is outlined below:

- (a) Energy Saving Trust: a monthly report with the complaints received in relation to the Green Deal advice service (ESAS in England and Wales and ESSac in Scotland);
- (b) UKAS: a monthly report with the complaints received in relation to the Green Deal accreditation service and the number of inspection visit carried out;
- (c) Ombudsman: a monthly report with the complaints received in relation to the Green Deal, number of calls received and customers referred to other organisations. The GD ORB is managing the Ombudsman contract on behalf of DECC and will be monitoring all KPIs in line with the OIS contract. Since October 2012, the Ombudsman has been notifying GD ORB of which Providers have signed up to the OIS scheme as required by the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012;
- (d) Capita: Since January 2013, a weekly report with the details of the Providers which have registered with the Cashback scheme.

#### 4. DETAILS OF THE RAW DATA THAT THE GD ORB PROVIDES TO DECC

4.1. The GD ORB provides a series of weekly reports to DECC to provide insight and market intelligence into the key activities undertaken by the GD ORB. Tables 1 and 2 in the Annex B provide a detailed breakdown of the reporting parameters. Further details of these reports are provided under section 4.7 of this document. In addition, ad hoc reports are also produced and submitted, as and when requested.

4.2. In addition to the above information, the GD ORB also provides additional information to allow DECC a better understanding of take up and interest in the Green Deal. Such measures include providing the number of visits per day the GD ORB website receives and additional information for the average visits since the website launched in August 2012.

4.3. Within the information sent in weekly reports, some aspects are provided by external organisations (UKAS, Landmark etc) or through market intelligence collecting. Any information within the report that has been gained indirectly is highlighted explicitly to DECC.

4.4. The GD ORB also provides weekly updates on details of the current issues being reported in calls, emails or other correspondence. These include new issues, issues that have been carried over from previous reports and details of any misuse of the Quality Mark.

4.5. The GD ORB also produces two reports for DECC on a monthly basis; a performance report and a monthly statistic report. The monthly performance report provides an overview of the key activities relating to the contract deliverables (Table 1 in Annex C) undertaken by the GD ORB each month.

4.6. The monthly statistics report provides the data for all the Green Deal participants registered on the scheme as well as the comprehensive listings of the participants (Table 2 in Annex C).

4.7. In the monthly statistics report, complaints information is also provided for Green Deal Assessors, Providers and Installers as well as customer complaints from ESAS as detailed in Annex D.

4.8. From June 2013, the GD ORB will be providing DECC the following information every six months:

- (a) Green Deal provider;
- (b) Number of signed Green Deals to [specify] end of month;
- (c) Amount (£) paid on [and specify number of] Green Deals to agreed billing date;
- (d) Amount (£) paid on [and specify number of] Green Deals after billing date;
- (e) Amount (£) outstanding on [and specify number of] Green Deals; and/or
- (f) Amount (£) written off on [and specify number of] Green Deals.

4.9. Since Gemserv was appointed as the GD ORB in June 2012, a number of ad hoc reports have been submitted to DECC as and when requested, relating to Green Deal applications Fitness test status, Green Deal Participants statistics, website analytics and helpdesk calls.

4.10. As an example, the Green Deal went live recently in January 2013. To monitor the growth of the scheme closely, the GD ORB has issued statistics on an ad hoc basis as requested by DECC. This includes providing the number of all the registered Green Deal participants three times per week to DECC, since the Green Deal launch until at least the end of February 2013.

4.11. Additionally, the GD ORB also produced on request detailed daily reports to demonstrate the GD ORB website traffic during the week the scheme went live. The report included visitor and page views numbers, referral websites and geographical location of the visitors' breakdown by city.

## 5. DETAILS OF ANY STATISTICS THAT GD ORB EXPECTS TO PRODUCE FOR DECC FROM THIS DATA

5.1. The information discussed in the previous question is produced in statistical form for DECC at various report stages.

## 6. DETAILS OF ANY OTHER STATISTICS THAT THE GD ORB COULD PRODUCE THAT MIGHT BE USEFUL FOR MONITORING THE GREEN DEAL

6.1. The geographical operational coverage of the Green Deal participants would also provide insight into the regional spacing of organisations and availability to potential improvers. Participants are being encouraged to supply this information voluntarily for publication available online via the Supply Chain Tool but as such the information will not have been independently verified or scrutinised.

6.2. Providing details of the split between domestic and non-domestic supplier applications could provide DECC with some useful insight into the future availability of domestic and non-domestic services.



Table 1

## DATA ITEMS THAT ARE REQUESTED IN THE APPLICANT'S PRE-ASSESSMENT QUESTIONNAIRE

*Pre-Assessment Questionnaire Information Requested*

1. Registered company name (if applicable).
2. Company registration number (if applicable).
3. Registered address.
4. Principal trading address.
5. Parent company name.
6. Names of registered company directors.
7. Operational contact details.
8. Contact details for customer enquiries.
9. Contact details for customer complaints.
10. Category of consumer credit licence.
11. Agreement with Green Deal Code of Practice and Green Deal Arrangements Agreement.

Table 2

## INFORMATION REQUESTED WITHIN THE APPLICANT'S FITNESS TEST.

*Fitness Test Information Requested*

1. Details of other accreditations or certifications held.
2. Professional and trade body membership.
3. Number of Green Deal plans anticipated during their first year of authorisation.
4. Details of any criminal convictions or civil court judgements in the past five years (Directors and senior management).
5. Marketing and sales practices and details of any breaches against codes.
6. References—two referee names and contact details for Marketing and Sales.
7. References—two referee names and contact details for supply chain management.
8. Organisation's plans to market and sell the Green Deal.
9. Green Deal Assessments and ensuring impartiality of Assessors.
10. Quotes and ensuring compliance with the Green Deal Code of Practice.
11. Understanding of the Golden Rule.
12. Whether the applicant has a history of Credit Provision.
13. Details of OFT investigations in relation to credit provision.
14. Information on breaches of any other codes.
15. Supply chain management.
16. Customer services and complaints handling.
17. Complaints referred to Ombudsman Services.
18. Facilities in place for handling customer queries and complaints.
19. Data Protection and Information security.
20. Health and Safety.

Table 1

## DECC WEEKLY STATISTICS REPORT

*Weekly Statistics Report*

1. The number of Certification Bodies accredited by UKAS to certify Installers and/or Assessor Organisations.
2. The number of Assessor Organisations and a list of organisation names
3. The number of individual Advisors in total, and a list of their names.
4. The number of assessments lodged.
5. Any market intelligence regarding the number of advisors currently going through training.
6. The number of new Assessor Organisations and new advisors added in the last week.
7. Any market intelligence regarding the number of installers currently going through training.
8. The total number of new installers added in the last week.
9. GD ORB website analytics—no. of unique visitors, referral websites and page views.
10. The number of authorised Green Deal Providers and status of their operational readiness.
11. Issues log for the misuse of the Quality mark and actions taken.

**Table 2**

## DECC WEEKLY GDP MI REPORT

1. Total no. of Pre-Assessment Questionnaires.
2. Total no. of Fitness Test received, categorised by live, withdrawn and frozen.
3. Total no. of authorised Providers and the organisation names.
4. A breakdown of applications received including the date, total GD ORB processing days, total no. of calendar days and status.
5. The list of applications pending with DECC, total DECC processing days, total no. of calendar days and status.
6. The list of applications on hold which are applying for a CCA Licence.

Annex C

**Table 1**

## GD ORB MONTHLY PERFORMANCE REPORT

*GD ORB Monthly Performance Report*

1. GD ORB Helpdesk activity overview
2. GD Provider applications overview
3. GD ORB Website and Register development overview
4. Green Deal Standards and Scheme documents update
5. GDA update
6. Monitoring strategy overview
7. Communications and events
8. Expenditure

**Table 2**

## DECC MONTHLY STATISTICS REPORT

*Monthly Statistics Report*

- |    |  |   |
|----|--|---|
| 1. | Certification Body                     | (a) Name of Certification Body<br>(b) Full address of Certification Body<br>(c) Dates of commencement of authorisation and accreditation<br>(d) Date of expiration (where appropriate) Advisor services<br>Certification Body can certify<br>(e) Green Deal measures certification body is accredited to certify persons to install<br>(f) Whether the Certification Body certifies domestic and/or non-domestic advisor services<br>(g) Certification Body listing |
| 2. | Green Deal Assessor                    | (h) Number of accredited assessors by whether they assess domestic or non-domestic properties by registered postcode  |
| 3. | Green Deal Provider listing            | (i) Number of accredited Green Deal providers by whether they provide services to domestic or non-domestic properties and registered postcode   |
| 4. | Green Deal Advisor listing             | (j) Number of certified advisors by whether they assess domestic or non-domestic properties by registered postcode  |
| 5. | Green Deal Installer listing           | (k) Number of accredited installers by whether they install in domestic or non-domestic properties by registered postcode   |
| 6. | All Green Deal Participants            | (l) Number of accredited assessors/installers/Green Deal providers removed/no longer accredited/struck off<br>(m) The up to date listings of all the Green Deal participants  |
| 7. | Applicant providers—Fitness Test stage |   |

**Table 1**  
MONTHLY COMPLAINTS DATA

<i>Green Deal Participant</i>	<i>Complaints data supplied</i>
Assessors	(a) Number of total/resolved/unresolved complaints by measure for each assessor (where there is a complaint) (b) Number of total/resolved/unresolved complaints by reason code for each assessor (where there is a complaint)
Installers	(c) Number of total/resolved/unresolved complaints by measure for each installer (where there is a complaint) (d) Number of total/resolved/unresolved complaints by reason code for each installer (where there is a complaint)
Green Deal providers	(e) Number of total/resolved/unresolved complaints by measure for each Green Deal provider (where there is a complaint) (f) Number of total/resolved/unresolved complaints by reason code for each Green Deal provider (where there is a complaint)
Consumer complaints	(g) Number of total/resolved/unresolved complaints by measure received by ESAS

*February 2013*

### **Written evidence submitted by Landmark Information Group**

It should be noted that information provided is accurate at this time but subject to change as updated versions of data and documents are applied over time.

#### **QUESTION 1: A BRIEF SUMMARY OF LANDMARK'S ROLE AND RESPONSIBILITIES REGARDING THE GREEN DEAL AND/OR ECO**

##### *1. The Role of Landmark*

Landmark has been contracted as the Register Operator for Energy Performance Certificates (EPCs) and associated information for Domestic and Non Domestic properties since 2006 and 2008 respectively working on behalf of Department of Communities and Local Government (DCLG). The services cover England, Wales and Northern Ireland only.

Over recent months, the Register services have been modified and enhanced to provide additional facilities to support the Green Deal on behalf of Department of Energy and Climate Change (DECC).

The main role of the Register Operator is to provide a managed service in the following areas:

Overall to provide a secure and accessible central repository/database for the lodgement, storage and retrieval of information for the EPBD and Green Deal programmes as stipulated in the relevant Regulations and contractual obligations. The Register operates in accordance with the following Regulations:

Energy Performance of Buildings Regulations 2012: SI 3118 and Amendment SI 2013:10 Green Deal Framework Regulations 2012: SI 2012:2079

##### *1.2 Summary of services include*

Providing Data lodgement and retrieval interfaces to authorised organisations such as EPBD Accreditation Schemes, Green Deal Certification Bodies, Green Deal Assessor Organisations, Green Deal Advisors, Green Deal Providers.

Public internet facilities (Web Sites) to enable official documents to be generated, downloaded or printed. Eg EPC and Green Deal Advice Reports (GDAR)/Occupancy Assessments (OA)s.

Specialised access to information to support legislation compliance or enforcement where required.

Provide bulk data extracts to approved and or licenced third parties as authorised by DCLG or DECC.

Administrative programme functions such the organisation and chairing of technical steering groups and standards conventions groups consisting of various industry stakeholders. In addition to the management of change where appropriate. General administration of access controls.

Providing helpdesk facilities, consisting primarily of technical support for industry.

Landmark no longer has any specific role within the ECO initiatives with the exception of possibly providing supportive information to industry if required by DECC.

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**QUESTION 2: AN OVERVIEW OF THE KIND OF DATA THAT LANDMARK WILL HOLD IN RELATION TO THE GREEN DEAL AND/OR ECO AND WHICH OF THIS DATA, IF ANY, WILL BE AVAILABLE TO THE PUBLIC**

*2. Data Stored by Landmark*

Landmark stores the raw detail data for all lodged EPCs and GDAR/OAs. The data is lodged into the Register by authorised commercial organisations using multiple third party software tools which have been approved and checked by DCLG or DECC as appropriate.

2.1 EPC Data:—this data basically describes the fabric of the building and identifies potential energy improvement initiatives. This data is retained for at least 20 years from lodgement and used by the Register to automatically generate an EPC Certificate (PDF format) on demand when requested by a consumer, public or industry stakeholder via the Register Websites for England & Wales:

Domestic Properties  
<https://www.epcregister.com/>

Non Domestic Properties:  
<https://www.ndepcregister.com/>

The data retrieval requires either the use of a 24 character Report Reference Number (RRN), in the format (nnnn-nnnn-nnnn-nnnn-nnnn) which is unique to each EPC, or selection can be obtained via an address look-up facility from the same website. Raw detailed data is also extracted via separate Register services to authorised industry stakeholders, including DECC.

2.2 Green Deal GDAR/OA Data:—this data describes the usage and typical energy profile of the occupier at the time of assessment with recommendations for improvement measures and likely Green Deal eligibility. This data is retained for at least 20 years from lodgement and in line with the Green Deal Plan where appropriate. The data is used to automatically generate an OA Document (PDF format) on demand when requested by a consumer, public or industry stakeholder via the Green Deal Register Website:

Domestic:  
<https://www.gdregister.com/public/oa/lodgementretrieval>

Non Domestic:  
<https://www.ndgdregister.com/public/gdar/lodgementretrieval>

As for EPCs, the data retrieval for GDAR/OA's requires the use of a 24 character Report Reference Number (RRN), which is unique to each GDAR/OA. The data is intended to be restricted therefore there is no alternative method of retrieval for the public.

An example of a Domestic GDAR/OA for a property with a Green Deal Plan is attached in Annex A.

In addition, raw detailed data can also be extracted via separate Register services to authorised industry stakeholders.

*2.3 Green Deal Plan Data*

Provides facilities for authorised Green Deal Providers to maintain certain Green Deal Plan information including; agreed improvement measures, the potential savings for the occupier and Green Deal charges. Most of this information is made public via the post Green Deal EPC. Basically additional pages of Green Deal information are generated and included within the EPC PDF for the primary purpose of disclosure. The latest Green Deal plan information available within the Register for a property is automatically presented via the EPC on demand via the EPC retrieval website above.

An example of an EPC for a property with a Green Deal Plan is in attached Annex B.

*2.4 Administration Data*

Landmark also holds details of organisations and users of its services together with security access logs. (Landmark does not make any of this data public).

**QUESTION 3: DETAILS OF THE RAW DATA LANDMARK EXPECTS TO PROVIDE TO DECC**

*3. Detail Data provided to DECC*

Landmark provides extracts of detailed data via secure delivery mechanisms to DECC, typically on a monthly basis. The data extracted is a subset of the Register data and consists of:

3.1 \*GDAR/OA—Domestic

See Annex C

3.2 \*EPC Data -Domestic

See Annex D

\* Similar data also provided for Non Domestic properties.

QUESTION 4: DETAILS OF ANY STATISTICS THAT LANDMARK EXPECTS TO PRODUCE FOR DECC FROM THIS DATA

4. *Statistics provided to DECC*

A series of high level reports will be produced at the appropriate time for DECC, the full list is not yet finalised as the Green Deal is at an early stage of implementation eg:

- Number of Occupancy Assessments.
- Number and activity of GD Advisors and Assessor Organisations.
- Number of each measure installed under the Green Deal by Green Deal provider.
- Number of each measure installed under the Green Deal by property type.
- Number of properties in each SAP rating band: pre (Occupancy Assessment, but not a Green Deal) and post (signed a Green Deal Plan) installation scores.

February 2013

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**Written evidence submitted by Jonathan Over**

1. A STARTING POINT

By the virtue of a moderate climate many buildings in the UK have poor thermal envelopes. In addressing this problem the positive opportunities are numerous & include the ability to use less fuel resource, reduce the UK's balance of payments, provide many new work opportunities & make these buildings better to live or work within, and more significantly lower our carbon footprint, then decide the most economic & effective method of achieving an efficient thermal envelope.

The alternate is to leave these buildings untouched and pay the fuel, carbon and maintenance costs, or to remove and redevelop or refurbish so the property has excellent thermal capacity.

2. PLANNING AND LOBBYISTS

First planning needs to fully understand the relevance of a thermally efficient or inefficient property, the various lobbying groups that suggest redevelopment maybe detrimental, and the need to balance carefully the environmental issues and the lowering of our Carbon Footprint versus property that requires refurbishment or demolition because of its inherent thermal weakness and the true long term costs involved.

We also have other influential lobbyists from trade, education, environment and manufacturers who all have a solution that may require one or more of their products and services.

3. VIEW

In dealing with many thermal requirements an open mind needs to be kept so an effective method of addressing these problems can really be put to work.

4. TO THE JOB IN HAND

So having a good visual property inspection is often an excellent starting point and speaking informally with the client another. This to be followed by a scientifically based thermal envelope assessment via Infra-red thermal imaging (ICT) and when linked to the use of blower door is a well tried and tested method oft used in North America.

(For those who desire the basic theory a blower door is fitted into the property where it pressurises or depressurises the thermal envelope, there needs to be a temperature differential interior to exterior +/- 7degrees, when pressurised the building will leak air and when scanned the ICT thermal array will register the temperature differential which then shows on the photograph where the air leakage is taking place.)

These areas of leakage can then be easily dealt with. Other such thermal problems as non-cavity walls, bridging, lack or poor insulation, damp, and heat leakage from foundations, can all be observed whilst using ICT in trained hands and there are fixes for many of these problems.

## 5. ANSWERING THE TERMS OF REFERENCE

Would suggest that many of the Green Deal's criteria would seem to be very costly, over controlled with little scientific base.

- (a) Would suggest giving a partial council tax rebate or single grant for anyone or entity that has their property thermally surveyed and the problems addressed.
- (b) Part of the ICT surveyor's remit, to check the use of fuels, ie: Gas, Oil and Electricity before and after remedial work.
- (c) The surveyor to submit a National Energy Foundation Simple Carbon Calculator Form showing the savings based on the above information.
- (d) Using scientific methods such as ICT and its thermal photographs to establish any buildings thermal envelope, as a cross check it could be thermally and physically re-assessed after work has been completed to show the effectiveness of any remedial work these thermal photographs could be included in any reporting.
- (e) Scientifically factual and establishing the carbon footprint gain using (c) above.
- (f) It all depends on what is actually being offered and achieved as most customers have a simple wish to have a property that uses less fuel and is warm and comfortable, then they will be satisfied.
- (g) Most of this is fairly easy if you are computer literate but there are some who do not have these skills, so would suggest informing via the Council tax bill, Libraries, Citizens Advice Bureau, Housing & Aged based charities, Post Office and HMRC Pension information.

## 6. SOME BASIC CRITERIA

To be reasonably accurate when inspecting property, may require knowledge of the temperature and moisture conditions (see Thermal Photograph with temperature gauge), and HVAC may need to be switched off for a short period of time to eliminate any false readings. But most well trained ICT professionals understand this. I suggest that it may be interesting to ask the Green Deal people if they actually use this important criteria when establishing their results.

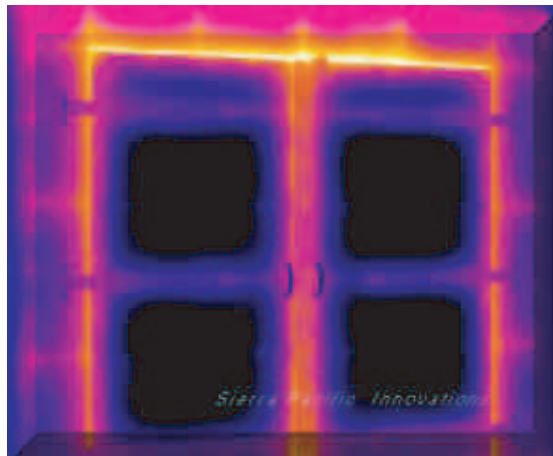
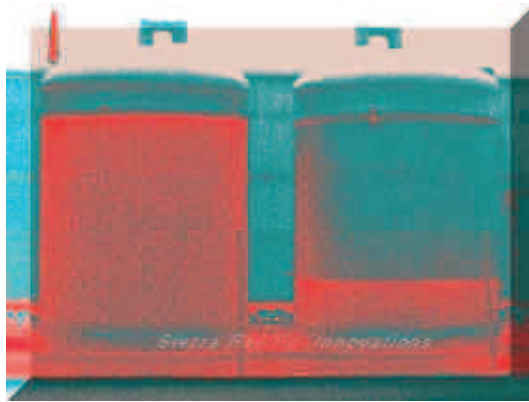
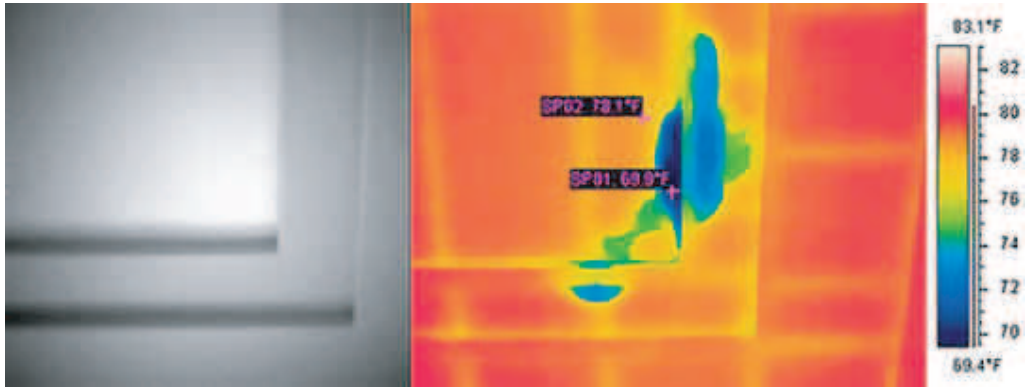
## 7. SUMMING UP

As many of you may by now realise, my belief is that Infrared Camera Technology operated by a formally trained surveyor can help provide the best scientifically proven view of any thermal envelope..... and is the best method of achieving the criteria for success of any Green Deal.

The above can effectively help to lower our dependency on Fossil Fuels, lower our carbon footprint help reduce our balance of payments deficit whilst providing building work and updating the thermal efficiency of the UK's housing and property stock.

John F Kennedy quote: "*Change is the law of life, and without change those who live in the past or present are certain to miss the future*".

*Having spoken with one Green Deal provider, their main interest was in charging me some £1,500+ for the training as a Green Deal Assessor, when ICT was mentioned did not seem to comprehend its use, or its merits.....*



March 2013