

The MCS logo consists of the letters 'MCS' in a white, pixelated font, centered within a white square. This square is positioned on the left side of a black horizontal bar at the top of the page.

Giving you confidence
in home-grown energy

Proposed Changes to MCS

Consultation

Closing date: 17 July 2023

The MCS Service Company Ltd
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Context

Background

MCS (the Microgeneration Certification Scheme) has come a long way from its small beginnings in 2008. Over the past 15 years, MCS has developed into a major certification scheme operating in a critical and expanding sector of the economy. Unique among equivalent sectors – home improvements, energy efficiency and others – MCS ensures the small-scale renewables sector has enforceable, industry-wide standards in place.

It is now 5 years since the novation of MCS.¹ MCS was made independent of government and became charity owned in April 2018, in line with the government’s strategy of “enabling the renewables market to be sustainable in the long-term”. Under new leadership, MCS set out to pursue a mission to “give people confidence in low-carbon energy technology by defining, maintaining and improving quality.”

The sector in which MCS operates is not simple. While product certification is primarily a technical matter, other parts of the domestic renewable energy technology market are complicated. Over the years, MCS has provided stability in this growing sector with a suite of industry-developed, robust, and enforceable standards for both products and contractors and shown its commitment to high standards of consumer protection.

In recent years, the scale of government ambition for the sector has grown exponentially and continues to evolve. At the same time, public demand for self-sufficiency and affordable energy is also growing. Increased demand for goods and services comes with the danger of unqualified contractors entering the market to capitalise on potential earnings. We are determined this will not happen in our industry and so we have undertaken a rigorous review of the consumer protection measures needed to maintain and improve the reputation of the industry. This research culminated in the publication of our ‘consumer protection in small-scale renewables report’² in 2022.

Following the development of regulatory support and government incentives, there is now enormous growth potential in the UK’s small-scale renewables market. MCS will play a key role in ensuring consumers have the confidence to invest in small-scale renewable technology for their homes and businesses. These investments must meet customer needs, delivering on promised system performance and come with the reassurance that if something were to go wrong, there is a clear route to remediation.

Citizens Advice refer to the sector’s “net zero protections puzzle”³, when demonstrating how a successful outcome to a customer’s complaint relies too much on their ability to navigate complex, restrictive and disconnected protections, offered by a broad array of interconnected organisations. Consistency of outcomes to common complaints is inhibited by differences in a contractor’s choice

¹ [Novation Statement](#) explaining the completion of the novation of MCS (2018)

² MCS report [consumer protection in small-scale renewables](#) (2022), providing an assessment of research into the sector’s current consumer protections.

³ Citizens Advice [Net Zero protections puzzle](#) report (2021)

of Certification Body, Consumer Code and Insurance Backed Guarantee (IBG) provider.

For contractors considering a move into the sector, the MCS compliance environment is more rigorous and complex than approaches in other sectors and is therefore not as easily understood, potentially acting as a barrier to sector growth. The delivery of high quality, compliant installations is the focus of any standards organisation. Our research suggests that contractors are currently required to spend too much time on the process of MCS certification. We want MCS certification to be a demonstration of high-quality installations, every time, for every customer. It should not be a barrier to industry entry, or a purely administrative burden. The status of MCS certification needs to be clear to all, accessible to those who can meet the standard, and relevant for a contractor's business.

With this perception of scheme complexity, many contractors subscribe to quality management services that offer to make compliance "easy". Some Certification Bodies have accepted these services as a proxy for quality, but they add to a contractor's cost of operating to MCS standards.

Consultation aims

The proposals outlined in this consultation regarding the proposed changes to MCS, build on the work of the last few years to simplify the Standards, ensuring that MCS technical requirements are easier to understand and comply with.

As highlighted in the MCS 'consumer protection in small-scale renewables' report, we are aiming to reduce the complexity of the Certification Scheme that sits around MCS Standards, and to reset the Scheme's consumer protections to give people the confidence that they need to engage with small-scale renewables. The proposed changes to MCS aim to place consumer protection at the heart of the scheme through offering a step change improvement in:

- **Transparency**, to avoid unpleasant surprises and delivery that falls short of expectations;
- **Consistency**, by connecting protections that today are disparate and confusing for customers (and contractors);
- **Surveillance**, through a significant increase in the scheme's capacity for monitoring and engagement with customers (and contractors).

To deliver on this ambition, the changes that are proposed in this consultation move beyond the current restricted nature of today's monitoring activities.

We have attempted to align each proposed change to MCS with an assessment of the challenge and opportunity for improvement. However, the proposals should be considered in their entirety, as together we believe they will deliver a more effective scheme, necessary if the sector is to reach its full potential and make a significant contribution to the move to renewable energy.

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General information

Consultation details

Issued: 5 June 2023

Respond by: 9.00am on 17 July 2023

How to respond

We recommend that you read this consultation paper in full to understand the extent of the proposed changes to MCS, followed by the draft 'Scheme Rules' and 'Customer Duty' documents.

This consultation paper describes each area of proposed change to MCS, posing questions to help structure the feedback we are looking for. Changes have been grouped together as either relating primarily to Contractors or to the Customers of small-scale renewables. However, some of the proposed changes if implemented, will benefit both.

We encourage respondents to address the questions posed in this consultation by completing the associated 'consultation feedback' form that can be found on the MCS website [here](#). Responses are welcome to all, or a selection of, the consultation questions included in this document.

General feedback on the changes we are proposing to make to MCS as described in this document is also welcome.

Responses should be submitted by no later than the date and time shown above, by:

Email to: mcsmeetings@mcscertified.com

OR

Write to: The MCS Service Company Ltd, Violet 3, First Floor, Sci-Tech Daresbury, Keckwick Lane, Daresbury, Cheshire, WA4 4AB

When responding, please state whether you are responding as an individual or representing the views of an organisation and if you want the information that you provide to be treated as confidential.

If you have any questions about this consultation, please contact MCS on 0333 103 8130 or email mcsmeetings@mcscertified.com

Strategy for change

This consultation details our proposals to make changes to MCS in response to an assessment of current scheme operations and research conducted over the last 18 months. The development of these proposals has also benefited from input from a range of stakeholders, including contractors, trade associations, certification bodies and government departments.

Today's scheme, 15 years in delivery and having undergone several revisions and updates, is not always effective in ensuring quality installations that instill customer confidence in small-scale renewable energy technology. Customer confidence is key if the sector is to prosper further to reach its full potential. We have therefore chosen not to build further on the existing scheme, avoiding making further additions and amends to existing scheme documents that attempt to legislate for a growing range of scenarios.

Instead, we wish to deploy a new scheme approach, focused on establishing the evidence of quality as delivered to customers (which we refer to as "delivered quality"). The changes we propose to MCS will emphasise the assessment of installation quality and focus less on back-office systems and paperwork.

In addition, we plan for a step change in customer service and support, with protection embedded. This will be elevated and delivered through a new 'Customer Duty' with obligations to safeguard customers embedded directly into the scheme itself. Compliance will be monitored by MCS directly. We'll support this with extensive customer engagement and post-installation contact as currently deployed in support of the Boiler Upgrade Scheme (BUS). We pledge to make contact with every single customer who purchases an MCS certified installation. We also propose to centralise the industry's complaints process through MCS. Taken together, our intention is to create industry leading customer protections that can identify the source of issues early, move to resolve problems quickly and predict a contractor's risk of future non-compliance.

In line with the MCS Mission "To give people confidence in low-carbon energy technology by defining, maintaining and improving quality", the proposed changes to MCS described in this consultation will provide for a more responsive industry, focused on high quality customer outcomes, underpinned by an outcome-based assessment and information gathering process that will allow high quality installers to flourish, unencumbered by excessive bureaucracy, whilst holding those that fall short of our quality standards and scheme requirements to account.

In addition, our proposed changes to MCS will address long-standing issues associated with the scheme such as financial protections, the route to certification and restrictions on working on existing MCS installations.

Assessment and proposals

The assessments and the associated proposals for changes to MCS that now follow within this consultation, are divided into two sections:

1. The first section sets out how we intend to support **contractors** through a clearer scheme and enhance standards by refocusing compliance assessments on a contractor's delivery of quality installations.
2. The second set of proposals relate to the improvements we intend to make to better protect the sector's **customers**.

Contractors

Current scheme operating model

Our research suggests that achieving certification today can become the end goal itself. Contractors tell us that their focus has been on completing the certification and annual assessment processes, rather than securing the benefits of compliance to the sector's quality standards. This is in line with the perception that MCS assesses processes, not outcomes.

This, linked with the current complexity of MCS document sets, leads many contractors to subscribe to quality management services that offer to make compliance "easy", which, reflecting the procedural focus, some Certification Bodies have accepted as a proxy for quality.

There are also a range of additional requirements and processes that contractors do not believe help to deliver compliant installations that exist around the scheme today. The requirements of Consumer Codes, insurers, compliance services and others are perceived as adding to the scheme's complexity without always adding value.

When we asked contractors through our Installer Experience Survey⁴, a majority of respondents shared that:

- They support the principles of MCS, supporting the need for the sector to have both technical standards and consumer protections.
- They were less supportive of the current model, with feedback suggesting MCS is over burdensome, complex, and costly, and that it focuses too much on paperwork and not enough on the quality of installations.
- They find themselves resorting to third-party software, training and consultancy services that offer compliance solutions that they consider necessary to manage the "MCS process", adding to the overall cost of maintaining MCS certification.

⁴ [Installer Experience Survey](#) published in conjunction with the Consumer Protection in Small-Scale Renewables report

- The current model is restricting new market entrants, putting contractors off securing MCS certification for their business. In turn, this is inhibiting the growth of the sector’s workforce, which is needed to realise its potential. This is particularly true for technologies (such as small wind or micro CHP) where demand is still relatively low.
- Contractors and consumers do not understand the role that Consumer Codes play in support of MCS or the reasons behind some of their requirements.
- There needs to be a higher standard of training to be an MCS certified contractor. While the sector’s training provision is not assessed in this consultation, the relationship between a contractor’s technical knowledge and the delivery of each installation is explored in Proposal 4.

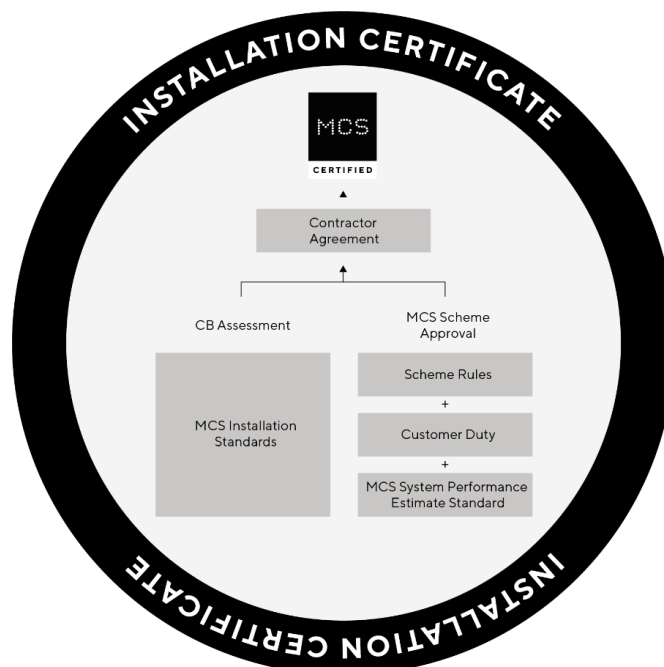
Proposal 1: New scheme structure

Our proposal is that a new, clearer Scheme structure be adopted to provide consistently high-quality outcomes for customers, increase Scheme accessibility and improve contractor understanding of what constitutes compliance and, therefore, quality.

The proposed structure is presented in the diagram below and is then then described in more detail. In short, the proposed new scheme structure will require contractors who wish to operate as ‘MCS certified’ to:

- Undergo assessment via their chosen Certification Body (CB) against the MCS Installation Standard (MIS) for each technology that they wish to install, and;
- Pass a series of upfront and ongoing Scheme Approval checks, performed by MCS on a contractor’s business, to establish compliance with new Scheme Rules and Customer Duty.

Once a contractor has satisfied both of these, MCS will offer the contractor to enter into a Contractor Agreement to operate as MCS certified.



Scheme Rules

Scheme Rules will form the primary reference for contractors to understand the requirements of operating as MCS certified. This document, included in draft alongside this consultation, describes the content of the new scheme, its core contractor requirements and associated links to other scheme documents.

These Scheme Rules will encompass the relationship the contractor will have with MCS and with their chosen CB, how they should operate as a certified business, the responsibilities of the people working for the contractor either directly or indirectly, and the need to comply with the Customer Duty.

Customer Duty

As a standard-setting body, we intend to define a clear set of obligations that we expect MCS contractors to fulfil. These obligations will build on what was included previously in MCS 001-1 and elements of the MISs, to form a new Customer Duty.

The proposed Customer Duty, also included in draft alongside this consultation, will set out the rights and responsibilities of a customer receiving advice, quotations, designs, installations, products and services from their MCS contractor and, in turn, their subcontractors. It also describes the customer's responsibilities to their chosen contractor.

It is proposed that compliance with the Customer Duty is a mandatory Scheme Rule. We expect that the new Customer Duty will be shared by contractors with their customers at first contact, ahead of the design and installation of a customer's system.

MCS will collate evidence and conduct initial as well as ongoing checks to ensure compliance with this Customer Duty and that the Contractor is meeting obligations to safeguard customers. These surveillance checks will include general integrity and financial stability checks as well as going beyond this to include customer satisfaction monitoring via contact with the customer of every MCS certified installation.

We propose no longer mandating a contractor's membership of a Consumer Code but acknowledge that some contractors may choose to continue to utilise the services they offer.

Contractor Agreement

It is proposed that a new Contractor Agreement will replace the existing licence agreement that is currently issued to contractors by their CBs on behalf of MCS. In a proposed change to current process, MCS will issue this new Contractor Agreement after a successful CB certification assessment of a contractor to the appropriate MIS(s) and completion of the Scheme Approval checks on a contractor's business by MCS.

Through this new Contractor Agreement, we propose to place stronger obligations on contractors to take responsibility for the delivered quality of their certified installations and ensuring these

meet the expectations of their customers. The Contractor Agreement will encompass:

- Permission to operate as MCS certified and a licence to use the MCS Certification Mark.
- Obligations to use and abide by the latest version of the relevant MIS(s), System Performance Estimate Standards, Scheme Rules and Customer Duty.
- Requirement to engage with an MCS managed complaints and dispute resolution process described later in the consultation paper.
- Definition of the scope of MCS certification, clarifying what is and what is not in scope and therefore when a contractor is obliged to raise an MCS certificate for an installation.
- New obligations on contractors to ensure MCS certified installations meet customer expectations before, during and after installation.

[Proposal 6](#) described later in this document, explores the proposed new Contractor Agreement.

MCS Installation Standards (MISs)

The existing MISs that cover each of the technologies in scope for MCS, are to be reset so that they contain only their technical requirements necessary to perform a quality installation.

Over the years, customer management and market environment information has been added to the MISs alongside existing technical requirements. These elements are to be moved to ensure that the installation standards focus on the technical aspects of the delivered quality of the installation. Customer management and protections will be enshrined in the new Scheme Rules and Customer Duty, ensuring delivery of quality outcomes for customers.

A contractor's compliance with the appropriate MIS for the technology being installed will be determined by their chosen CB. Compliance to an MIS includes the need for a contractor to comply with the appropriate Building Regulations and Planning Regulations.

System Performance Estimate Standards

The System Performance Estimate relevant to each technology is to be provided to the customer before the contract is awarded and follows an industry-backed, standardised methodology. It provides customers with an understanding of how their proposed system is expected to perform, based on the specific characteristics of the building.

A System Performance Estimate is both a key element in support of a customer's investment decision and in setting customer expectations. This ensures that customers receive clear, accessible and unambiguous estimates of the proposed system performance, which can be directly compared fairly with those of other MCS certified contractors.

Please respond to all, or a selection, of the questions relating to Proposal 1 below using the consultation response form [here](#).

Q1.1 Do you agree with a proposed new scheme structure to incorporate MISs containing the technical requirements for an installation, new Scheme Rules and Customer Duty? Please explain why, providing evidence to support your answer.

Q1.2 In light of the proposed introduction of the MCS Customer Duty, are there any risks that need to be considered with the removal of mandatory Consumer Code membership? Please explain, providing evidence to support your answer.

A changing market

The existing scheme was designed 15 years ago and has been developed over time. When it was created, MCS was considered a “route to government incentive” and a way to protect public funds. Today, there are fewer policy drivers for MCS in the form of legislation and incentives that require a contractor to be MCS certified, especially for the installation of electricity-generating technologies, such as solar PV.

MCS was designed for a market of largely SME contractors. While the MCS contractor base is still dominated by SMEs, delivery of small-scale renewables is evolving, with larger companies, often household names, entering the market with national and multi-technology offers.

There is also a growing market for the replacement or extension of existing installations, especially for the installation of additional solar panels and for retrofitting batteries, that can increase the capacity and utilisation of a customer’s existing solar PV installation. Contractors have challenged the current rules that restrict the creation of an MCS certificate in these scenarios.

We are also aware that customers whose original MCS contractor has been unable to complete their installation for whatever reason, are then unable to engage a new MCS contractor that due to current scheme restrictions, is unable to raise an MCS certificate for the installation they have been asked to complete.

Proposal 2: Certificates for replacement, extended and adopted systems

We are proposing that MCS certificates should be granted for replacement installations and extensions to existing installations, irrespective of whether the original installation was MCS certified. This will address current market needs, especially in relation to an increasing number of consumers extending their solar PV installations with additional panels and batteries, driven by the economic benefits of generating and using more or all of the energy they need.

We will ask contractors to indicate via the MID, as an attribute to appear on the MCS certificate, whether an installation is entirely new, a replacement to a previous installation or an extension to an existing installation.

We are also proposing that an MCS contractor can “adopt” an installation as their own, that for whatever reason has not been completed, as long as the contractor accepts full responsibility for the quality and compliance of the installation on completion and handover to the customer.

Please respond to all, or a selection, of the questions relating to Proposal 2 below using the consultation response form [here](#).

Q2.1 What risks, associated with MCS allowing for the certification of replacement or extended systems, should be considered? Please highlight any differences or limitations for the various technologies certified.

Q2.2 Should MCS allow for the adoption of incomplete installations and if so, what additional checks or consumer protections might be necessary? Please explain why, providing evidence to support your answer.

Certification assessments

Contractor feedback and our research suggest that the current compliance assessment model is focused too much on back-office systems and paperwork and not enough on the quality of a contractor's installations.

Current compliance assessments have been appropriately driven by the clauses of MCS 001 - Part 1 and MCS 001 - Part 2⁵, that, taken together, form the MCS Contractor Standard. Although the MCS Contractor Standard has evolved over the years, the proposals described in this consultation represent a fundamental change in focus. We propose that the scheme will be less concerned with how a contractor manages their back-office functions and paperwork and be more focused on assessing the evidence of their installation quality and customer outcomes.

The current model has also encouraged a "one-size-fits-all" approach to assessments. This means that most certified contractors receive one annual assessment that incorporates an "office audit" and a "site inspection", per technology installed. We now consider this approach to restrict the scheme's ability to fully adapt to a contractor's circumstances and tailor assessments appropriately considering their compliance and complaint history and the complexity and size of their operations.

Proposal 3: Risk-based compliance assessments

We propose mandating risk-based compliance assessments that are focused on gathering evidence of a contractor's "delivered quality" on-site.

It is proposed that compliance assessments be conducted in line with a prescribed Compliance Risk Model, with a contractor's risk rating determined as a function of a series of risk measures. An initial set of proposed risk measures is described later in this section.

The CBs who offer contractor certification will be expected to make objective decisions in response to indicators of the risk of non-compliance when determining their assessment programmes for contractors. These decisions may necessitate assessments outside of an annual cycle. Contractors will be required to pay for additional assessments necessitated by their risk rating.

CBs will be required to operate their assessments in accordance with the Compliance Risk Model which is described in overview in this section. This model will be dynamic, evolve over time, and aims to ensure a level of consistency in the volume and frequency of assessments delivered under the scheme for a given risk profile, irrespective of a contractor's choice of CB.

Furthermore, we expect this approach to better support CBs in allocating their assessor resources to those contractors that present the highest risk of non-compliance, with an increased intensity of assessments needed to establish those contractor's "delivered quality". The increased level of assessment for higher risk contractors is to be afforded by these contractors taking an increased burden of the scheme's assessments, coupled with rewarding those contractors that have established a low risk of non-compliance with fewer on-site assessments.

⁵ [MCS 001-2](#) representing the second half of the current Contractor Standard, describing The Certification Process

In this way, we believe contractors will be further incentivised to deliver quality installations, which over time equates to a reduction in their assessment burden.

- We anticipate that a contractor with a 'low risk' rating will receive the lowest ratio of assessment, with a minimum of one desk-based annual assessment to be supported by an Annual Return, with the expectation for an installation (site) assessment required only every 3 years, if a contractor's risk profile does not change.
- We anticipate that a contractor with a 'medium risk' rating will receive increased scrutiny, with a minimum of one-site assessment per technology installed per year, following their initial assessment, as is the case today. On achieving certification, we expect that all contractors will be assigned a 'medium risk' rating, which can be increased to 'high risk' based on risk indicators, but only be reduced to 'low risk' after 2 years of maintaining their certification.
- We anticipate that a contractor with a 'high risk' rating will receive the highest level of scrutiny with at least 5 site assessments per technology installed over the course of a year, or an assessment of all completed installations in the preceding year if they completed less than 5 installations. It is further proposed that the volume of assessments can increase to up to 100% of a contractor's installations if there is ongoing evidence of non-compliance and limited or no improvement in delivered quality.

The proposal to implement a Compliance Risk Model, including the allocation of a 'high risk' rating, will not replace the ultimate sanction we have to terminate a Contractor Agreement, or that a CB has to suspend or withdraw certification. Through heightened monitoring of contractors, greater engagement with customers, including through a post-installation contact programme and a centralised complaints process, we anticipate increased and more timely flow of compliance information across the scheme. As a result, we expect much faster action can be taken against failing contractors that can better protect future customers.

We plan to store a contractor's current and historical risk rating on the MCS Installations Database (MID), making this visible only to the contractor themselves.

We are seeking feedback on what should constitute a risk measure within the scheme's new Compliance Risk Model, with our initial proposed list of risk measures as follows. Once finalised, risk measures will be incorporated into a risk assessment formula:

- The outcomes of CB assessments;
- The outcomes of previous MCS assessments and findings from MCS engagement with customers, including in response to complaints and as a result of proactive contact to establish satisfaction with an installation;
- A complex delivery model, including one that is based predominately on sub-contracting;
- Significant growth or peaks in the volume of installations completed, compared to a contractor's rolling average. *This was an approach employed by MCS in support of the closure of the Renewable Heat Incentive;*
- Changes to the geographical coverage of a contractor's installations, indicating the need

for a contractor to adapt the extent of the technical supervision of their installations;

- Change in trading status, credit worthiness, company ownership, company directors / persons of significant control;
- Feedback from MCS customer engagement through post-installation contact and complaints process;
- Verified whistleblowing or integrity checks feedback.

For each non-conformity found by a CB or MCS, we propose that a contractor will be required to determine the root cause(s), corrective and preventative actions. This must be completed within 4 weeks of receipt of the assessment report and sooner for non-conformities that are deemed an immediate or high risk to the consumer.

For each corrective and preventative action a contractor identifies, they will need to specify the timescale in which it will be delivered. A plan of action with associated timescales will need to be agreed with the contractor's CB or MCS as appropriate. If the timescales outlined are missed, sanctions may be imposed, including the suspension or withdrawal of certification and the ability of the contractor to operate as "MCS certified".

In this context, corrective actions are those necessary to resolve non-conformities with the assessed installation and the installations that might be connected to it i.e. resolve an issue found through assessment that is likely to have been repeated across a range of installations.

It is through the identification and implementation of preventative actions that we expect MCS contractors to commit to continually improve their operations in delivering quality and compliant installations for their customers, a fundamental premise of a certification scheme. This is in line with the MCS mission "To give people confidence in low-carbon energy technology by defining, maintaining and improving quality".

Please respond to all, or a selection, of the questions relating to Proposal 3 below using the consultation response form [here](#).

Q3.1 Do you agree with our plans to refocus the scheme's CB-delivered compliance assessments on "delivered quality", with a reduced focus on a contractor's back-office systems and paperwork? Please explain why, providing evidence to support your answer.

Q3.2 Do you agree with the deployment of a scheme-wide compliance risk model that determines the volume and nature of contractor assessments, with the aim of ensuring more compliance effort is spent on higher risk contractors, with low-risk contractors rewarded with less site assessments? Please explain why, providing evidence to support your answer.

Q3.3 Do you agree with the level of assessment burden described and that this can only decrease after 2 years on the scheme? Please explain why, providing evidence to support your answer. If you disagree, please propose alternative assessment levels and reasoning behind your recommendations.

Q3.4 Do you agree with our proposed list of factors that should influence a contractor's risk of non-compliance (increasing or decreasing)? Please provide any further

recommendations in addition to the factors already described, along with their relative importance.

Q3.5 Do you agree with the proposal to record a contractor's risk rating on the MID and make this visible to them? Please explain why, providing evidence to support your answer.

Technical supervision

The current MCS model requires a contractor to assign at least one Nominated Technical Person (NTP) for their business for each technology installed and record their details in their quality management system. In a move away from back-office systems and paperwork, we are concerned with the technical oversight and therefore responsibility of each of a contractor's installations.

This oversight is straightforward for smaller contractors who deliver all their own installations. The link between NTP and each installation performed by larger contractors, with volume operations and more complex delivery arrangements across a wide geography, is less clear under the existing scheme.

Proposal 4: Technical responsibility for each installation

We are proposing a "Technical Supervisor" responsible for each of a contractor's installations be captured and recorded in the MID. This will represent an individual within a contractor's organisation who has taken responsibility for an installation's technical compliance to the appropriate MIS, System Performance Estimate Standard and Building and Planning Regulations.

The role of Technical Supervisor is described in the "You and the People in Your Business" section of the new Scheme Rules. A Technical Supervisor has overall technical responsibility for ensuring that, prior to the installation being registered on the MID, it is fully compliant with the appropriate MIS, all other relevant industry standards and manufacturer's instructions pertaining to the installed technology.

The Technical Supervisor(s) shall be appropriately qualified, with sufficient training and experience, to be able to verify that the full scope of works required to install and commission the installation has been undertaken competently and is fully compliant. This will require the Technical Supervisor to have direct oversight of the installation in a capacity deemed appropriate by the contractor, commensurate with the competence of installation team operatives. The named Technical Supervisor shall 'sign off' the installation and those records shall be retained by the MCS contractor.

The Technical Supervisor can vary from installation to installation. The size, complexity and geographic coverage of the contractor's operations will dictate the number of Technical Supervisors employed, or contracted, to provide technical oversight of all installations.

In summary, we intend that for each installation, a named, appropriately qualified, Technical Supervisor will have their details recorded in the MID to be associated with each MCS installation they oversee. At the time of registering an installation with MCS, the assigned Technical Supervisor must hold the appropriate, in date, MCS approved qualification(s) as required to prove their competency.

Please respond to all, or a selection, of the questions relating to Proposal 4 below using the consultation response form [here](#).

Q4.1 Do you agree with a move away from Nominated Technical Person (NTP) to a Technical Supervisor recorded on the MID for each installation? Please explain why, providing evidence to support your answer.

Q4.2 What checks should be made when assessing an installation as to the technical supervision that was put in place, and the involvement and competency of the Technical Supervisor? Please explain, providing evidence to support your answer.

Q4.3 We do not plan to include the Technical Supervisor's details on an MCS certificate but retain this information in the MID for compliance reasons only. Do you agree with this approach? Please explain why, providing evidence to support your answer.

First installation challenge to support initial assessment

Some contractors report struggling to secure a first installation that can be used for their initial assessment by their chosen CB.

These contractors state that they are unable to secure a customer that is prepared to take the chance that they, as the chosen contractor, may fail to achieve MCS certification and therefore the installation will not be certified. In this situation, the contractor may deliver their first installation at their own home or place of work, equating this first installation with the cost of achieving MCS certification.

Proposal 5: Pending (conditional) certification

In response to this feedback, we are proposing the introduction of “Pending Certification” which, if granted by a contractor’s CB and MCS, allows a contractor to advertise that their first installation will be an MCS certified installation.

This first installation will still need to be assessed by the contractor’s CB for compliance. As a result, the contractor will then need to address any non-conformities found by their CB in the timescales agreed for resolution.

In addition, the contractor will also need to pass the Scheme Approval checks that we perform that lead to their Contractor Agreement to operate as “MCS certified”. All these steps will need to be completed before a contractor is able to raise an MCS certificate for their first installation.

Throughout this process, the contractor will remain responsible for the commitment they have made to their customer to deliver an MCS certified installation. If, for any reason, they fail to achieve MCS certification and therefore can’t then raise an MCS certificate, we propose to mitigate the risk to the customer as follows.

As a form of security, to protect the customer from their contractor’s potential failure to achieve MCS certification, we propose that the contractor pay a bond of £5,000 to MCS. This will be returned once the contractor is able to operate as “MCS certified” and raise an MCS certificate for their first installation. Fees payable to the contractor’s CB for a certification assessment remain non-refundable.

If the contractor fails to achieve certification, the contractor will forfeit this bond, which MCS will then use to commission an MCS certified contractor to complete the customer’s installation and raise the associated MCS certificate.

Please respond to all, or a selection, of the questions relating to Proposal 5 below using the consultation response form [here](#).

Q5.1 Do you agree that a “pending certification” option is of benefit to contractors struggling to secure a first installation without having to complete an installation at their own cost? Will this resolve the issue of contractors needing to complete a first installation to support their initial assessment, but unable to find a customer willing to contract with a contractor who isn’t already MCS certified? Please explain why, providing evidence to

support your answer.

Q5.2 Will taking a bond to offset the cost of completing a customer's installation if a contractor fails to achieve MCS certification, provide adequate protection for customers? Do you have any other suggestions that could provide adequate customer protection during a contractor's "pending certification"? Please explain, providing evidence to support your answer.

Q5.3 Is a bond of £5,000 enough of a deterrent to prevent unscrupulous contractors taking advantage of an option for "pending certification"? Please explain why, providing evidence to support your answer.

Customers

Consumer protection agencies

The Each Home Counts⁶ review was launched in 2015 to consider issues relating to consumer advice, protection, standards and enforcement in relation to home energy efficiency and renewable energy measures in the UK. The review concluded that “the myriad schemes, brands, certification bodies and organisations operating across the energy efficiency and renewable energy sector give a confusing, even bewildering picture for the consumer.”

Our most recent research suggests that this analysis of the market is still largely accurate and relevant today.

The Which? report “Are ADR Schemes working for consumers?”⁷ suggests that a single ADR scheme approach enables a more comprehensive picture of the sector, the provision of insightful data and constructive engagement with contractors. It states: “In sectors where there is competition for Alternative Dispute Resolution (ADR) it has not been shown to promote greater engagement by traders, improve consumer awareness or outcomes. Evidence suggests that it only serves to increase consumer confusion, and potentially puts pressure on ADR schemes to find in favour of companies rather than consumers.”

Our research indicates that a contractor's choice of CB and Consumer Code affects the outcome of a customer's complaint. As the sector hopes to expand through greater customer demand for small-scale renewable technology, it is essential that a new scheme operating framework addresses these inconsistencies and strengthens the ability to hold contractors to account.

Our survey of contractors found that they, and their customers, do not always understand the role that Consumer Codes play in support of MCS and the reasons behind some of their requirements. We are concerned that this confusion can restrict the effective delivery of a contractor's customer service and their need to comply with consumer protection law.⁸

As part of our review of the current scheme and its document set, we have recognised that the scheme's consumer protection requirements, including those that overlap with the requirements of Consumer Code membership, have, over the years, been duplicated in several MCS documents, including MCS 001-1 and the MISs. There is now a need to clarify these requirements into a single consistent reference for both contractors and consumers.

Over the last year, we have supported the deployment of the BUS⁹ by complementing the compliance activities of Ofgem through contact with all recipients of a BUS grant. This customer contact programme checks on the delivery of the low carbon heating installations that have benefited from BUS, capturing an early view on the customer's satisfaction with their MCS certified installation.

⁶ [Each Home Counts](#) review (2016).

⁷ Which? (2021) [Are ADR schemes working for consumers?](#)

⁸ The [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations](#) 2013, The [Consumer Rights Act](#) 2015, The [Consumer Protection from Unfair Trading Regulations](#) 2008.

⁹ Government's [Boiler Upgrade Scheme](#)

Our involvement in BUS in this way has highlighted the importance of independent checks as to the satisfaction of the recipient of an MCS certified installation. Our development of this outbound capability has, for the first time, generated a dataset that we can analyse to determine common faults for follow up with contractors whose customers report issues with their installation. It has also given us the basis to extend this approach across other technologies.

Proposal 6: MCS Contractor Agreement

Contractors that achieve certification through their chosen CB and subsequently maintain their compliance with a series of MCS Scheme Approval checks, will be offered a Contractor Agreement that, once signed, allows a contractor to operate as “MCS certified”. This Agreement will grant a contractor permission to operate as MCS certified, use of the MCS Mark and the ability to raise MCS certificates for their installations via the MID.

MCS will refuse to issue a Contractor Agreement or suspend or withdraw an existing Contractor Agreement, if a contractor fails Scheme Approval checks, provides MCS information which is subsequently found to be incorrect, or does not comply with the Scheme Rules and Customer Duty.

At a high level MCS Scheme Approval checks will include:

- that a Contractor has the financial stability and resources to complete MCS certified installations;
- evidence of adequate insurance arrangements (to underwrite any liabilities arising from claims caused by deficiencies in installation and design etc.);
- checks on directors and persons with significant control;
- information about a Contractor in the public domain including advertising and marketing;
- adherence with the Scheme Rules;
- compliance with the Customer Duty including evidence captured from post-installation contact with customers; and,
- in relation to previous complaints and legal proceedings.

This new Contractor Agreement will need to be signed by someone with the authority to sign on behalf of a contractor’s business e.g., a Company Director. The individual who signs the Contractor Agreement (the Licencee) will accept ultimate responsibility for the organisation’s adherence to MCS.

This new Contractor Agreement is intended to allow us to hold contractors to account for their “delivered quality”, in the form of complaints, quality of installations and their interactions with customers pre, during and post installation. This Contractor Agreement is to remain in force even when a contractor loses or decides not to maintain their certification, ensuring that the scheme can hold contractors to account for the “delivered quality” of all their certified installations.

We are also exploring whether this new Contractor Agreement can and should apply to all of a contractor's MCS certified installations, including those that were completed (commissioned) prior to the start date of the Contractor Agreement. In this way, we expect to hold contractors to account for the quality of all their MCS certified installations, including those performed under the existing scheme. We wish to avoid two tiers of protection, being different for customers of installations under the existing scheme, compared to those whose installations were completed under the changed scheme.

Linked to Proposal 8 in relation to the implementation of new financial protections, we are considering how best to fund the remediation of installation issues for customers whose contractor is no longer trading.

Please respond to all, or a selection, of the questions relating to Proposal 6 below using the consultation response form [here](#).

Q6.1 Do you agree that MCS should further strengthen its ability to hold contractors to account for poor quality installations via a new Contractor Agreement? Please explain why, providing evidence to support your answer.

Q6.2 Do you agree that MCS should adopt powers so that a contractor who is no longer on the scheme is not absolved from the liabilities and responsibilities accrued during their operation as an MCS certified Contractor? Please explain why, providing evidence to support your answer.

Complaints management

In our “Consumer protection in small-scale renewables” report¹⁰ we established that when something goes wrong and a consumer needs to complain, they are confused about what to do and who they should speak to.

Consumer feedback suggests that it can be a challenge to raise and obtain support for their complaints, especially in situations in which their original contractor is being unresponsive, is no longer MCS certified, or has gone out of business. The options available to consumers in these situations are not clear.

Currently there isn't a single point of contact for customers to turn to if they can't achieve a resolution to their issue with their contractor. There is an unrealistic expectation that consumers can diagnose the issue with their installation to determine where to turn.

Consumers report that the complaint process can be very complex, confusing, lengthy and stressful. Consumers can find themselves being “passed from pillar to post”. Our experience of some more protracted complaints is that the root cause and resolution plan was not determined early enough, leaving the customer to determine what a satisfactory outcome might be, and the contractor being asked to support the appropriate remediation.

Due to the fragmented nature of complaint handling across the industry, the ability of MCS to analyse and help resolve disputes has been limited. This is linked in part to the current operating scheme model, with disputes passing between Consumer Codes, CBs and MCS.

One of the fundamental challenges to be addressed through our proposed changes to the scheme is to ensure that we can hold poor-performing contractors to account. We accept that CBs are focused on determining technical non-conformities, with their ultimate sanction being to suspend or withdraw a contractor's certification. While these actions are in line with how CBs are required to operate, this can leave consumers with open issues.

To date there have been few resources deployed under the scheme that can make a rapid determination of the root cause of a consumer's issue. This has led to protracted disputes when clear customer outcomes and contractor responsibilities are not determined early enough in the complaint process. Consequently, it can be a long journey before complaints are referred to an independent ADR service and is rarely deployed.

Proposal 7: Centralised complaint management

We propose taking a central role in the management of customer complaints and disputes. We will embed complaint management and dispute resolution in our operations, with an opportunity for MCS to partner with a dispute management organisation(s) to achieve faster, more consistent and transparent complaint management for the sector's customers.

We intend to extend our existing complaint handling capability, offering an enhanced

¹⁰ MCS report [consumer protection in small-scale renewables](#) (2022), providing for an assessment of research on the sector's current approach to consumer protection.

approach. This new, centralised complaints management capability will consist of the following:

- Single point of contact for customers wishing to complain about their MCS certified installation and/or their experience with their MCS certified contractor, through a dedicated complaint handling function.
- An assigned case manager for each complainant. The case manager will be responsible for keeping all parties updated on the progress of the complaint and will working to clear SLAs to progress the complaint to adequate resolution.
- A central database of complaints received linked to the MID, either in progress or resolved/closed, to be shared with the contractors concerned and their Certification Body.
- A periodic analysis of the nature of complaints received, common issues found and average timescales for resolution. We will engage various stakeholders, including the MCS standards community, to ensure that all learning taken from complaints is considered in the development and maintenance of MCS standards.
- A triage system for complaints, that within two days of receipt can provide for an initial determination of the type of problem. If the problem requires technical diagnosis, we will utilise our growing MCS Assessment Team to help determine the root cause and, if necessary, visit the installation within 15 days of receipt, or sooner in emergencies. In all cases, we will seek to maintain engagement with the original contractor.
- A complaint management process that draws in product manufacturers, affording an opportunity to focus referrals of product-based issues directly to manufacturers, and for manufacturers to refer to us those complaints that they receive that are not related to the failure of equipment.
- A clear set of KPIs that includes the measurement of levels of customer satisfaction of complaint handling and resolution.
- A process to refer complaints that can't be resolved quickly to a dispute resolution capability that will be under MCS management. This capability will be tasked with securing all party agreement to a resolution, with contractors obliged to engage with this process as part of their Contractor Agreement with MCS (Proposal 6).
- Using the services of an independent ADR provider where our internal dispute management fails to achieve a suitable resolution.
- Triggering the 'MCS Guarantee' (Proposal 8) to support customer restitution and seek to recover the cost of remediation from the contractor, irrespective of the status of their certification if the contractor is unwilling or unable to deliver on an agreed resolution plan in a timely manner.

Our management of complaints will be free to both the complainant and contractor. However, if ADR is requested by the complainant following a failure to provide a resolution through the MCS complaints process, then both contractor and claimant will be required to pay an appropriate fee for the provision of ADR. This will help both recover some or all of the cost of

ADR and protect against unreasonable and vexatious complaints. As is the case today, ADR will not be covered through the certification fees a contractor pays, either directly or indirectly to MCS.

We intend to appoint a panel of specialist providers of dispute resolution services through an open tender. The panel will participate in the delivery of the MCS complaints management process. This panel will be refreshed periodically.

Taking learning from our involvement in BUS, we now plan to deploy a proactive programme of outbound contact with consumers receiving MCS installations, irrespective of whether they make use of a government incentive. This will give the scheme much greater insight into customer satisfaction and outcomes with each contractor's work, and the ability to make an early record of issues and start a remediation plan just a few days after the completion of a customer's installation. These findings will inform MCS Scheme Approval checks.

To achieve this ambition, we will ensure that the new Contractor Agreement supports the capture and processing of an installation's customer details. We will ensure that our processing and secure storage of customer personal data is compliant with GDPR.

We see this outcome offering customers a procedure that far exceeds anything offered in comparable industries. In this way, the small-scale renewable technology sector will continue to set leading standards for quality and customer outcomes.

Please respond to all, or a selection, of the questions relating to Proposal 7 below using the associated consultation response form [here](#).

Q7.1 What are the most important aspects of complaint management that we should consider? Please explain why, providing evidence to support your answer.

Q7.2 How should we judge the success of our complaint management and dispute resolution, including through the partnerships we form for the provision of dispute resolution services and ADR? Please explain, providing evidence to support your answer.

Financial protections

Our research has found that consumers are, unsurprisingly, cautious about spending large sums on what are perceived as new or at least unfamiliar technologies to provide an essential service to their homes. Overwhelmingly, their answers indicate that they need reassurance about going ahead with an installation and want:

- certified, qualified contractors who know what they're doing and who have rules to follow;
- the installation of products that meet standards and are proven to work;
- to know there is some protection should anything go wrong.

There is strong support for financial protections, over 80% of consumers requested it in our research, either in the form of an extended warranty, insurance, or guarantee.

Customers mistakenly believe that the current provision of an Insurance Backed Guarantee (IBG) offers the financial protection that the name suggests. The limited scope and restrictive clauses inherent in IBGs fall short of what consumers expect from the financial protections that can "de-risk" their purchase of small-scale renewable technology. Evidence collected by MCS from one IBG provider of a high volume of policies issued in 2022, found that a very low level of claims were made and that none were settled.

Insurance policies that protect consumer deposits have not evolved to meet current market conditions. Longer lead times on products and materials have extended the time a deposit could be held before work can commence.

Deposits remain an important financial support for some SME contractors who, for cashflow reasons and to ensure a customer's commitment to the full cost of an installation, wish to take deposits before they start work.

Our advice for consumers is to make use of a credit card for any large purchase, including for the small-scale renewables they wish to have installed in their homes. As a result, these purchases benefit from the protections that are afforded by Section 75 of the Consumer Credit Act 1974. This means that a credit card provider is jointly and severally responsible for any breach of contract or misrepresentation by a retailer or trader and has proved to be an effective financial protection.

As part of the MCS Customer Duty contractors are required to ensure that if a deposit is taken, this will be reasonable and justified based on an installation's upfront costs and as part of a schedule of payments to be agreed in advance. The contractor is required to make clear the nature and purpose of the deposit including whether it is refundable or part-payment.

MCS standards are concerned with the performance of an installed system, being in line with its design. However, we know that installations are sold in part on their potential financial benefits. While we caution customers not to make a decision to proceed with an installation on the basis of an estimate of its financial benefits, and especially not on a projection of an installation's financial return, we understand that this is a factor of today's market.

Proposal 8 considers a new financial protection, which if implemented will address issues of workmanship linked to the system performance (vs financial performance) of an installation.

Proposal 8: Implementation of new financial protections

The changes to the contractual relationship between MCS and contractor incorporate the maintenance of certification, compliance with new Scheme Rules and Customer Duty and adherence to ongoing Scheme Approval checks, will afford us far greater powers to ensure consumer outcomes (Proposal 6). Based on this new contractual relationship, we propose a new fund that can pay for the cost of remediation of a customer's installation, if a contractor is unable or unwilling to complete the remediation work deemed necessary to resolve an installation's workmanship or performance issues.

The evidence is clear that IBGs do not represent effective financial protections or meet the expectations consumers have of an insurance product of this nature. As such, the provision of IBGs as part of today's scheme represents a consumer protections failure.

We do not plan to mandate the purchase of IBGs or Deposit Protection Insurance.

With the working title of the "MCS Guarantee", we will seek a partner(s) for the development of the sector's "fund of last resort" that can offer support for the remedy of installation problems, rather than financial compensation. If this were to be implemented, contractors would be obliged to contribute to this fund as a requirement of their Contractor Agreement to operate as "MCS Certified".

Please note that the proposal for an "MCS Guarantee" is distinct from all other planned changes to the scheme that are described in this consultation. Subject to consultation feedback, we plan to proceed with these changes, irrespective of whether the notion of a Guarantee receives support or not.

We anticipate that the features of the "MCS Guarantee" would include:

- Finance for the remediation of physical defects that arise from a failure in a certified contractor's design and installation of a technology in scope for MCS.
- A guarantee of not less than 6 years from the date of installation, being in line with the financial protections associated with Competent Person Schemes in support of Building Regulations. This guarantee would remain valid for the subsequent owners of the property and the installed system.
- Funding remediation of physical faults caused by defects in installation workmanship or design, excluding wear and tear.
- Funding remediation of installations that are not performing in line with their promised system performance as designed, but excluding claims associated with a system's financial performance, including expectations of a return on investment.
- Recovering deposits paid to a contractor for work that does not proceed because of a failure of the contractor where it can be demonstrated that the work was notified to MCS via the MID.
- A limit to the full cost of remediation of no more than £20,000 to include the cost of most installations certified under the scheme. The cost limit will likely reflect the technology

installed.

- Recognition of manufacturer's warranties. The guarantee would therefore exclude the rectification or replacement of any materials, goods or components covered by the manufacturer's warranty.

We are considering if and how we might extend the "MCS Guarantee" to customers of MCS contractors whose installations are in scope for MCS, but whose installation was not notified to MCS. For example, in situations in which a contractor has ceased to trade but has taken a deposit from a customer but failed to register the installation with MCS.

If we proceed with the implementation of the "MCS Guarantee", the process steps necessary to make this a success, will be fully integrated into a contractor's registration and certification of an installation.

Please respond to all, or a selection, of the questions relating to Proposal 8 below using the consultation response form [here](#).

Q8.1 Do you agree with the premise of the "MCS Guarantee" as a new financial protection to be associated with MCS certified installations? Please explain why, providing evidence to support your answer.

Q8.2 What should we consider in designing the "MCS Guarantee" and in our choice of a financial protection partner(s)? Please explain, providing evidence to support your answer.

Q8.3 Do you agree that there is little or no consumer detriment from removing the current mandatory requirement for IBGs? Please explain why, providing evidence to support your answer.

Q8.4 Are alternatives to credit card protection of deposits necessary in today's market and if so, what form of protection would you suggest? Please explain, providing evidence to support your answer.

Q8.5 Should MCS prescribe the maximum deposit a contractor can take from their customer, as a percentage of the overall cost of an installation? Are there any other considerations in relation to a contractor taking deposits that we should review? Please explain, providing evidence to support your answer

Implementation

Governance

In developing the proposals included in this consultation, we have consulted a wide range of experts and stakeholders and reviewed our obligations as a Scheme Owner.

As a “Scheme Owner” we are obliged to comply with ISO 17067, the standard maintained by the International Standards Organisation (ISO) Committee on Conformity Assessment (CASCO). ISO/IEC 17067 describes the fundamentals of “product certification” and provides guidelines for understanding, developing, operating or maintaining certification schemes for products, processes and services. In this context, “product certification” extends to processes and services and therefore applies to the MCS contractor scheme, encompassing a contractor’s design and installation of small-scale renewable technologies.

It is a requirement of ISO 17067 that certification to a Scheme addresses the needs of consumers, users and stakeholders by giving confidence in compliance of a scheme’s requirements. The CBs we work with rely on the fact that we manage our certification scheme in compliance with ISO 17067 to underpin the conformity assessments that they deliver to ISO 17065. Our judgement is that all proposed changes respect this requirement.

Transition

Given the extent of these proposed changes to MCS, we anticipate the need for an extended transition period. Our current estimate of a potential transition period is circa 6 months. This is to support our work and that of our partners to adapt operations in support of the successful launch of the new scheme.

During a transition phase, we will assess readiness for launch and amend the launch date as necessary. However, having published our proposals here and in the hope that they receive support, we will endeavor to limit this transition period so that the sector and its customers can benefit from a reformed MCS.

We also expect that the existing scheme will run right up and until the day of transition, meaning that current operations will continue until midnight on the day the current scheme is due to close, after which the new scheme will come into operation.

Proposal 9: Retirement of existing documents

As a result of the proposed changes to the MCS described in this consultation document, we intend to retire the following MCS documents at the point at which the new scheme comes into effect:

- MCS 001-1 The Contractor Standard - Part 1: Requirements for MCS Contractors;
- MCS 001-2 The Contractor Standard – Part 2: The Certification Process;
- MCS 025 – The Competency Standard;
- MGD 001 - Complying with MCS 001 – Guidance on the MCS Contractor Standard.

Please respond to all, or a selection, of the questions relating to Proposal 9 below using the associated consultation response form [here](#).

Q9.1 Do you agree that we can retire MCS 001-1, MCS 001-2, MCS 025 and MGD 001 as result of proposed changes to MCS? Please explain, providing evidence to support your answer.

Next steps

We contributed to the Competition & Markets Authority (CMA) call for information in relation to “Consumer protection in the green heating and insulation sector”¹¹. The CMA’s report of their findings from this call was published on the 31 May 2023. We will refer to the CMA’s findings in considering the feedback from our consultation.

This consultation will close at 9.00am on the 17 July 2023, after which the responses received will be analysed and a summary of all of the feedback will be published. We will consider all of the feedback we receive and provide a summary of the opinions expressed and what constitutes the majority view.

It is our intention to publish new scheme documents that consider consultation feedback, in early September 2023. Our ability to meet this target date will depend on the extent and nature of the feedback that we receive.

We would like to thank you in advance for your consideration and response to this consultation.

If you have any questions in relation to this consultation, please contact our Secretariat at mcsmeetings@mcscertified.com.

¹¹ CMA report [Consumer Protection in the green heating and insulation sector](#) (2023)

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