**Link to Energy installer agreement – Warm and Well central heating fund**

***To access funding available from the Warm & Well Central Heating fund, the Link to Energy installer member must understand and agree to the information, terms and conditions set out below.***

***Further detail about the purpose of the scheme, customer eligibility and application process can be found in the accompanying ‘Installers guide to the Warm & Well Central heating scheme’ which we recommend reading before agreeing to these terms & conditions.***

1. The Warm and Well Central Heating Fund is only available to customers employing ‘Link to Energy’ registered members. If you are not currently a member, you can register at <http://www.linktoenergy.org.uk/register/> or contact the Severn Wye Energy Agency for further information about the network and membership criteria;

**Email**: neilt@severnwye.org.uk

**Telephone:** 01452 835086

1. By signing this agreement, you agree that all work will be carried out to a high standard, that you are registered with Gas Safe, HETAS or other Competent Persons Scheme relevant to the heating system being installed and will comply with the requirements provided by these schemes in installing and registering a boiler.
* Only ‘A’ rated condensing boilers of **89% efficiency** or above and heat pumps that conform to the **ERP directive** can be installed.
* If an Air source Heat Pump, Ground Source Heat pump or biomass boiler system is installed the installer must be MCS and RECC accredited and the product fitted must be included within OFGEM’s Domestic RHI product eligibility list https: [www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-product-eligibility-list-pel](http://www.ofgem.gov.uk/publications-and-updates/domestic-renewable-heat-incentive-product-eligibility-list-pel)
1. For all successful central heating installations where the customer has been referred to a Link to Energy installer, a 3% referral fee (plus VAT) will be raised to be paid by the installer. This fee must be paid to Severn Wye within 30 days of receipt of invoice. Failure to do so may result in the installer being removed from the network and therefore unable to access the Warm and Well Central Heating Fund.

A referral fee will not be charged where you have directed a customer to us, and after obtaining at least two referrals the customer has chosen you as their preferred installer.

1. Customers requiring quotes from Link to Energy installers registered on this scheme will be directed by Warm and Well advisors to two (or more) relevant installers based on their proximity to the customer. If the customer is ECO eligible the details of the two (or more) closest installers that are able to access this funding will be provided. No additional criteria will be used to select installers.
2. If the Link to Energy installer member wishes to promote the Warm and Well Central heating fund (for example via external advertising) the installer must advise Severn Wye, provide advertisement details and receive agreement for the promotion prior to the promotional materials being released. Customers must be directed to the Warm & Well advice line, and will be required to obtain two quotes from installers.
3. **Any customer referrals generated through the Warm and Well advice line will be sent to the customer nominated installers via email from the Link to Energy website. The status of these referrals can then be updated by the installer online at** [**www.linktoenergy.org.uk**](http://www.linktoenergy.org.uk) **or by updating a spreadsheet sent by Severn Wye if this is preferable**. As specified within Link to Energy Terms & Conditions, we expect installer members to contact customers (or make reasonable attempts to contact) within 3 subsequent working days. Failure to update Severn Wye on the progress of a client’s referral may result in removal from the Link to Energy Network.
4. Mains Gas condensing boilers should be installed where a gas connection is available or possible via our partnership with ‘Wales & West Utilities’ (If in doubt, please contact Link to Energy). Oil, LPG or renewable heating technologies should only be considered if mains gas is not available, and a new gas connection is not possible. The Warm and Well central heating fund maximum grant may not cover the full cost of installing eligible heating systems. Householders will be required to pay any additional costs over the maximum funding provided.
5. The central heating system being installed must be new (refurbished equipment is not permitted) it must supply space heating and domestic hot water and must include\*:
* Eligible heat exchanger
* Distribution pipework **(This must be copper, not plastic – unless there are justifiable reasons not to use copper piping)**
* Heat emitters (e.g. radiators)
* Heating controls **(e.g. TRV’s, room thermostat & programmer as a minimum)**
* Circulation pump
* Expansion vessel
* Air supply and exhaust

\*if any of the parts above are not required for the installation please specify on the quote and these will be examined on a case by case basis.

The cost of the parts above should be itemised in any quotes and in the customer invoice.

1. The installer must also provide (We will request evidence of these from the customer):
	1. As minimum, a fully inclusive **5 year warranty** on the gas or oil boiler and **12 month warranty** on the distribution system.
	2. Documentary evidence that their heating system has been correctly fitted and notified as well as providing an explanation of its operation, as set out in the **‘Benchmark scheme’ code of practice.**
	3. **Gas Safe / OFTEC installation registration**
	4. **Minor electrical works certificate or Electrical installation certificate**
	5. For any biomass boilers or heat pumps installed, installers should provide a manufacturers guarantee and a workmanship warranty of at least two years as specified within the Renewable Energy Consumer Code (RECC).
2. The grant cap per household is as follows:

£4000 for gas, oil or renewable central Heating

VAT (where applicable) can be included within this maximum. Should the cost of VAT mean that the total cost of the system is more than the grant maximum; the householder will be required to contribute the additional sum. Any amount over the maximum grant cap should be agreed between the installer and the client before work starts as Severn Wye cannot be held responsible for these costs.

1. VAT should be charged at the appropriate rate, where it is applicable. Information about VAT rates for energy saving products can be found here: (Severn Wye cannot provide advice about VAT) <https://www.gov.uk/tax-on-shopping/energy-saving-products>
2. All costs (including the heating parts listed in point 8) must be clearly displayed and itemised in all quotes **(itemisation is not required in invoices unless there are changes from the original quote). Any ECO HHCRO funding obtained must also be specified in quotations.**
3. All quotes must be checked and signed off by Severn Wye before any work can be carried out. (The householder will send the quote to us as part of the application process)

Severn Wye will check the quotes to ensure the following:

1. That the installer is a member of the Link to Energy Network (and the installer has signed this agreement)
2. The measures include all of the necessary equipment as detailed in point 8
3. The cost of the works is not outside the cost margins that Severn Wye would expect for this measure to be installed
4. The client has sent in at least two quotes
5. **The customer will typically be advised to proceed with the lowest cost quote. Where there is a cost difference in installer quotes and the more expensive quote is preferred, this quote must provide a heating solution that demonstrates a necessary or recognised benefit(s) to the customer. The variance in cost against the lower quote cannot be over £500 (TBC). Variances in cost over £500 will be looked at on an individual basis. Alternatively the applicant can choose pay the additional cost.**
6. Quote is addressed to the client

No interim payments or deposits will be paid to the installer from the fund

1. On successful completion of these checks the client will receive an offer letter and completion notice. The client must install the works within two months of receiving their offer letter. If the applicant is not able to have the work completed before this date they need to inform Severn Wye immediately, so an extension can be considered on a case by case basis.
2. Any variations to quotes following the offer letter need to be confirmed in writing to Severn Wye and approved by us. This information would also need to be provided and agreed with the customer.

Severn Wye may vary the amount of assistance to be paid where:-

* 1. Severn Wye ascertains that the works were completed for a cost lower than the amount approved.
	2. Severn Wye determines that further eligible works are required in addition to those contained in the application which could not reasonably have been foreseen at the time of the application.
	3. The eligible works cannot be carried out on the basis of the estimates submitted with the application.

Any such variations will not alter the maximum assistance met by this grant.

1. Where an applicant dies prior to the certified date of completion of the works then Severn Wye may at its discretion pay the grant in respect of any preliminary or ancillary charges or any of the works which are the subject of the application.
2. To ensure good value to the customer, we reserve the right to request historical quotations for other comparable first time central heating system installations from the installer.
3. Invoicing procedure:
	1. Where the scheme funding fully covers the cost of the central heating system, the installer must provide the customer with **two copies** of the invoice (the invoice must be addressed to the customer). The customer is then required to send one copy to the Severn Wye Energy Agency alongside a ‘completion notice’ within five days of work being completed, if the work is to their satisfaction. We will then pay the installer within 21 days of receiving this. If the customer is not satisfied with the work, both you and the customer need to let us know straight away and the payment will not be processed until the client is happy with the work and has sent in their completion notice (see point 19 for information regarding disputes between the installer and customer).
	2. Where the scheme funding covers part, but not all of the central heating installation costs, then **two invoices are required.** One invoice for the maximum funded under the grant scheme (up to £4000) and another for the client contribution. These invoices must be addressed to the customer and the customer needs to receive two copies of the invoice that covers the grant funded amount. The customer is then required to send one copy of this invoice to the Severn Wye Energy Agency alongside a ‘completion notice’ within five days of work being completed, if the work is to their satisfaction. We will then pay the installer within 21 days of receiving this. If the customer is not satisfied with the work, both you and the customer need to let us know straight away and the payment will not be processed until the client is happy with the work and has sent in their completion notice(see point 19 for information regarding disputes between the installer and customer).
4. In the instance of dispute between the Link to Energy installer and householder after installation, Severn Wye Energy reserves the right to release payment to the installer.

If the applicant is not satisfied with the work completed by an installer, they must inform the installer and arrange for this to be resolved. The applicant must also inform Severn Wye if they are not satisfied with the work. Severn Wye may liaise between the applicant and the installer but the installer is responsible for the work. Neither Severn Wye nor the local authority is responsible for the works undertaken as the agreement is between the client and their chosen installer.

1. Severn Wye may refuse to pay any grant funding if:
	1. Severn Wye determines that the approval was made on the basis of incomplete or inaccurate information.
	2. Severn Wye ascertains that the works were started prior to the application being approved.
	3. The works are not completed to Severn Wye’s satisfaction.
	4. The works were not carried out by a contractor whose estimate was submitted with the application or by another contractor as agreed by Severn Wye.
	5. There is otherwise any breach of any of the grant conditions.
2. All installers registered within the Warm & Well Central Heating fund scheme must have an appropriate level of Public Liability insurance. As a Link to Energy member you have stated that you hold this cover. If your PLI goes out of date during the period of the scheme you will be asked to provide proof of renewal.
3. The Severn Wye Energy Agency reserves the right to change the terms and conditions of this agreement where necessary. By continuing to be a Member you agree to be bound by any variation made by us. Any changes will be communicated to Link to Energy members.

**Please complete the details required for this agreement below and return it by post to the address at the top of this letter or scan this final page and email it to;** neilt@severnwye.org.uk (Tel: 01452 835086)

**Signed by the duly authorised representative of (company name):**

**Your Name:**

**Position held:**

**Email:**

**Telephone Number:**

**Signature**

**Date:**