

Contractor Quality Scheme (CQS): Customer Duty

About the Contractor Quality Scheme

The Contractor Quality Scheme approves contractors who install low-carbon products and installations used to produce or use electricity and heat from low carbon sources in Jersey'

The Contractor Quality Scheme incorporates industry developed standards, against which a contractor's quality of delivery can be assessed. Securing approval under the Contractor Quality Scheme demonstrates a contractor's adherence to these recognised industry standards; highlighting quality, competency and compliance.

This Customer Duty sets out the rights and responsibilities for all customers who receive advice, quotes, installations, products, services or other work carried out by a contractor which carries the Contractor Quality Scheme Mark, and what your responsibilities are in return.

A Contractor's customers include both homeowners and landlords as property owners.

All Contractor Quality Scheme approved contractors must operate according to the principles contained in this Customer Duty, in addition to complying with all relevant customer protection legislation currently in force.

When supplying goods to customers in the process of installing low-carbon heating technology, Contractor Quality Scheme approved contractors are acting as a 'trader' and / or a 'seller' as defined by the Supply of Goods and Services (Jersey) Law 2009 and Consumer Protection (Unfair Practices) (Jersey) Law 2018 and therefore must ensure such goods are of satisfactory quality, fit for their particular purpose, and as described.

The installation of a certified product should not be presumed to satisfy the Customer Protection (Unfair Practices) (Jersey) Law 2018 and Supply of Goods and Services (Jersey) Law 2009 in all circumstances and so use of such products does not take away the approved Contractor Quality Scheme contractor's obligations under Jersey Law.

Customers can have confidence that a CQS approved contractor will:

1. Be trustworthy – this means that they will do what they say they will do.
 - a) Comply with this Customer Duty, providing a copy to you before you commit to a contract.
 - b) Adhere to the CQS requirements relevant to the technology being installed, ensuring that the customer requirements are also adequately defined.
 - c) Manage your installation safely.
 - d) Ensure that they've got the resources and capability to meet the order/contract requirements. Where agreed timescales cannot be met, the CQS contractor shall notify you when the order/contract can be fulfilled.
 - e) Deliver an installation in line with their commitment to you.
2. Be responsible – this means that they will act professionally.
 - a) Be responsive and approachable.
 - a) Treat you fairly and with respect. Additional precautions will be taken when dealing with customers who may be considered vulnerable.
 - b) Not place you under pressure to sign orders or contracts by, for example, overstaying their welcome or offering excessive discounts off inflated prices and shall instruct third parties that they work with to do the same.
 - c) Ensure that they follow fair marketing practices, including no misleading claims or advertisements. This includes when obtaining sales (signed orders) or leads (prospects) from any third party.
 - d) Ensure that those appointed to deliver ancillary services at your premises are competent and carry an appropriate level of Public Liability Insurance.
 - e) They shall retain all of your installation records for a minimum of six years.
 - f) They shall protect your personal information in compliance with data protection regulations and be transparent about how your personal information will be shared and stored.
 - g) Clean up properly, disposing of waste responsibly including recycling where possible.

3. Communicate well – this means that they will be open, clear, transparent and timely when giving information.
 - a) Tell you openly who they are and what they do.
 - b) Tell you openly about their relationships with subcontractors and other third parties and how they'll be involved in your installation.
 - c) Communicate clearly and simply, avoiding jargon and explaining any complicated language, calculations or units.
 - d) Explain to you what the Contractor Quality Scheme is, including explaining the benefits of using a Contractor Quality Scheme approved contractor.
 - e) Prior to signing a contract, they shall make you aware of all permissions, approvals and licenses required for the installation and who is responsible for these.
 - f) Tell you what will happen when, by whom and keep you updated on progress before, during and after the completion of your installation.

4. Contract with clarity– this means that they will protect you and your purchase with clear documentation and contracts.
 - a) Provide you with a clear and detailed, itemised written quotation, and terms and conditions that you understand.
 - b) At the quotation stage, you'll be provided with additional information and potential cost implications relating to supplementary work (e.g. insulation or supply upgrades), and potential cost implications.
 - c) Provide clear pricing and contracts, ensuring it is clear whether the costs include, for example, VAT or any grants, and that there are no hidden costs or penalties.
 - d) 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 with you in advance.
 - e) Contracts or order documents to be clear, written in plain English and any exclusions of liability are highlighted.
 - f) Contracts will clearly and accurately state the make, model number, power rating and storage capacity (where applicable) of the equipment to be supplied along with the estimated delivery/installation dates.

5. Handover – this means that they will make sure you understand what you've had installed, how to use it and how you should look after it at the end of the installation.
 - a) On completion ensure that they complete a 'walk-through' of the system, highlighting key components and complete a demonstration of how the system works. A face-to-face explanation is strongly recommended.
 - b) Give you an opportunity to confirm that you are happy with the completed installation.
 - c) If any remedial works are identified, make sure that they put a schedule in place and let you know what this is.
 - d) Provide you with a Handover no later than 10 working days after the installation is complete. The Handover shall include, as a minimum:
 - i. CQS Approved Installation certificate.
 - ii. List of key components as commissioned.
 - iii. Recommended servicing and maintenance schedule. This includes customer maintenance checks and any additional measures that may be beneficial to the performance and durability of the system in relation to the protection from the effects of plants and animals.
 - iv. Manufacturer's instruction manual(s).
 - v. All relevant guarantees and warranties. The customer should be made aware of what these include/exclude, and whether anything needs to be done to validate or maintain the protections.
 - vi. Where required, Building Bye-Laws and/or planning compliance certificate(s).
 - vii. Where required, proof of a completed Electricity Supply Enquiry (ESE) application and any appropriate measures to ensure the safety of redundant fuel supply systems.

6. Demonstrate good complaint handling – this means that they will work to review and resolve any concerns or complaints.
- a) Provide clear, upfront information on how you can contact them with queries, requests, concerns or complaints.
 - b) Provide a free, accessible initial complaints process that is simple to navigate.
 - c) Take responsibility for any issues where they may be at fault and look to work with you to resolve them with minimum disruption.
 - d) Keep a record of all complaints received (justified or otherwise) including the action taken to resolve each complaint and the action taken to prevent future similar complaints from arising.
 - e) Acknowledge a complaint within 2 working days.
 - f) Respond to all complaints in a timely and effective manner to seek the best possible resolution. If you are without heating or hot water, the contractor shall respond within 24 hours.
 - g) Signpost you to the CQS complaints process should you be dissatisfied with the response to your complaint.
 - h) Use your feedback to improve how they do things in the future.

Your Responsibilities as the Customer

We ask that you:

- a) Check that the contractor that you wish to undertake your installation is Contractor Quality Scheme approved.
- b) You should not agree to any installation or enter into a contract based solely on cited financial benefits. These calculations should be treated with caution due to variables that can affect these figures such as fluctuating energy costs or changes in usage.
- c) Make sure you provide true and accurate information to your contractor when requested for them to determine system performance estimates (e.g. the number of people living in the household).
- d) Provide the necessary access to your property and make it clear if there are any special requirements that might affect the work. For example, in relation to parking, toilet facilities, pets, children, neighbours, materials storage, home security, boundaries, etc.
- e) Make sure you have the correct permissions in place for the installation. As the property owner you are ultimately responsible for; planning permissions, checking that your local electricity supplier can support your installation, ensuring the termination of old services e.g. gas or oil) and ensuring compliance with Statutory Nuisances (Jersey) Law 1999.
- f) Make sure that you have a signed contract before the work starts.
- g) Take independent advice where necessary.
- h) Arrange a conversation with your Contractor Quality Scheme contractor as quickly as possible if you have any concerns, so that they can be discussed and resolved at an early stage.
- i) Be on time for any appointments, and treat your chosen contractor's employees, tradespeople and subcontractors with respect.
- j) Pay on time and according to the terms of the contract that you have signed.
- k) If you do have a complaint, inform your chosen Contractor Quality Scheme contractor in the first instance, affording them the opportunity to resolve your complaint to your satisfaction, before registering an unresolved complaint through the Contractor Quality Scheme complaints process.
- l) Follow the handover guidance provided by your Contractor Quality Scheme contractor.