

# **NHER Accreditation Scheme**

## **Domestic Energy Assessors**

### **Scheme Code of Practice**

#### **Part One – Scheme Rules**

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## **1. Personal and Professional Standards**

- A. The purpose of these rules is to set out the standards of professional conduct that are expected of Members of the Scheme so as to promote best practice by DEAs, and confidence in the integrity of the Scheme and its Members. These rules apply to the conduct of Members when carrying out Domestic Energy Assessments.
- B. Members must at all times:
- (i) Act with integrity,
  - (ii) Be honest and trustworthy,
  - (iii) Be open and transparent in their dealings
  - (iv) Disclose to the Scheme any or all of the following matters:
    - (a) that they have been charged or convicted of a Criminal Offence in the UK or elsewhere,
    - (b) that they have been referred for a disciplinary hearing by another accreditation scheme or similar body,
    - (c) that a disciplinary allegation has been found proved by another accreditation scheme or similar body.
  - (v) Assist the Scheme in any disciplinary inquiry involving another Member
  - (vi) Recognise the limits of their personal competence
  - (vii) Keep their professional skills and knowledge up to date
  - (viii) Avoid using their position as a DEA improperly, and comply with the rules that govern the operation of the Scheme as well as governing legislation
- C. Members must not engage in conduct that:
- (i) Damages the reputation of the Scheme
  - (ii) Diminishes public confidence in the Scheme, or Energy Performance Certificates
  - (iii) Damages the trust placed in DEAs by those who depend upon their work

## **2. Members Skills and Ability**

Members must:

- A. Act only if competent to do so.
- B. Carry out their work with reasonable skill and care.
- C. Participate in Lifelong Learning to maintain their skill.

## **3. Rules Concerning Conflicts of Interest (See also Scheme Rules – Part 2)**

Members must:

- A. At all times carry out their work in an unbiased manner,
- B. Never accept any gift or inducement that may affect their judgement,
- C. Clearly indicate any personal or business relationship that could lead to a conflict of interest.

#### 4. Advertising and Marketing

Members should not participate in any promotion or advertising of their services that is misleading, unfair, dishonest or illegal.

#### 5. Confidentiality (See also Code of Practice – Part 2)

Members should treat all customers' personal information and security related matters as private and confidential. Members should not disclose personal information about customers unless specifically permitted to do so.

#### 6. Membership Fees and Renewal of Membership

##### A. The Rules related to Membership Fees and Renewals

- (i) the Scheme Membership year runs from 1<sup>st</sup> August to 31<sup>st</sup> July
- (ii) all Membership renewals will take effect on the 1<sup>st</sup> August
- (iii) irrespective of the exact day on the month upon which an application is approved, it is deemed to have been approved on the first day of that month
- (iv) because of their close proximity to the end of the Membership year, registrations in May, June and July will be treated differently to those received in the rest of the year, refer to the Payments and Charges Schedule.

##### B. Specific Conditions of Renewal

- (i) DEAs are required to submit with their request for renewal a Disclosure Statement, upon which they are required, **as a condition of their Membership**, to disclose any change in status that could affect their eligibility.
- (ii) The Scheme will take into account DEA performance, as determined by its monitoring processes, before renewing Membership.
- (iii) Failure to comply with any timetables or deadlines that the Scheme may set from time to time, to facilitate renewal may result in non-renewal of Membership.
- (iv) A new Identity Card will be issued, using a recently taken digital image or passport-sized photograph.

##### C. Membership Status Categories

- (i) Active: the normal status for an operating DEA.
- (ii) Barred from Practice: by the Scheme.
- (iii) Inactive: when the DEA is temporarily and voluntarily inactive for up to one year.

If a DEA voluntarily becomes inactive, the Scheme will require that they continue to maintain appropriate Lifelong Learning in order to remain up-to-date. Where the inactivity is due to a situation where appropriate Lifelong Learning is difficult to maintain (such as during a prolonged illness); this should be reflected in the Personal Development Plan when the Scheme is re-joined.

##### D. Cancellations

If a Member cancels their Membership with the Scheme for any reason, no fees are refundable and their Identity Card must be returned.

## 7. Domestic Energy Assessor Compliance

- A. By signing the Membership Agreement, and therefore agreeing to comply with this Code of Practice, the Member has undertaken to:
- (i) Read and understand the published Code of Practice, as amended from time to time
  - (ii) Read and understand any other specific requirements defined by the Scheme
  - (iii) Have the appropriate internal procedures in place to ensure Customer protection, see Section 8
  - (iv) Read and understand the '*Inspection and Reporting Requirements*'.
- B. The Scheme will operate a number of audits to ensure that Members abide by its rules and so ensure customer protection. The Scheme will undertake the following minimum actions, based upon the CLG document *Minimum Requirements for Energy Assessors dated 12<sup>th</sup> March 2007, which sets out an absolute quality standard that all schemes are expected to maintain amongst the EPCs issued by their Assessors*:
- (i) The Scheme will undertake one repeat assessment for each DEA per year. It will instruct a suitably qualified individual to revisit the property and compare the EPC prepared by the DEA, together with any associated records of assessment, against what is observed on the day of the re-visit. Discrepancies between the original assessment and the repeat assessment may result in either guidance to the DEA on specific issues, or a requirement to undertake additional training, or in cases of gross error, a new EPC being issued. In addition the Scheme will ensure that its Members:
    - Continue to maintain satisfactory complaints procedures.
    - Have not been convicted of Criminal Offences since registration.
    - Have complied with the requirement for Lifelong Learning as specified in Section 13.
  - (ii) The Scheme will undertake desktop audits of one EPC per month from each active DEA, for the first six months. This audit will compare the records of assessment (including sketch with dimensions, and site photographs) against the EPC that has been produced. There are specific data items that significantly affect the energy rating of a property, examples including the correct determination of wall construction, habitable room count, heating system, and heat loss perimeter. By comparing the inputted data items with the submitted records of assessment, it will be possible to quickly identify mistakes that could lead to potentially large variances in the energy rating. Telephone audits to the end customer may also be used to assist with this activity should further confirmation be useful. Monitoring levels will be set after the six months, depending on the results gained during the initial six-month period.
- C. Monitoring activities will be increased for a particular DEA if there is any evidence of transgression of the rules or where the performance criteria have not been met. If a Customer complaint is upheld against a DEA, the appropriate auditing method, relevant to that complaint will be determined.

If further evidence emerges of failure to meet the Scheme quality standards then the DEA will be subject to disciplinary procedures.

- D. The Scheme will monitor DEAs by carrying out 'data mining'. This will detect DEAs that are reporting consistently different condition scores on particular types of property or encountering higher or lower than average instances of exceptional items.
- E. The Scheme will keep records of all monitoring activities so that accurate statistics can be derived from these and reported to Communities and Local Government as required.
- F. The Scheme will carry out Accompanied Inspections where it deems appropriate.

## **8. Handling Customer Complaints**

The Scheme requires that all Members should operate an appropriate Customer complaint policy, or adopt their employer's Customer complaint policy. In either event, this policy must accord with the processes set out below.

- A. This policy should be based upon a process of escalation, commencing with attempts to resolve the issue at DEA or DEA Employer level, then escalation to the Scheme. The Scheme acts as an independent third party to the contract existing between customer and DEA/DEA employer.
- B. The total process of Customer complaints handling should not impose any form of cost on the complainant. Overall complaints related costs should be borne by the DEA or the DEA Employer. When customer complaints are escalated to the Scheme an initial £150 (plus vat) administration charge will be made by the Scheme to the DEA or the DEA Employer.
- C. The DEA or the DEA Employer must keep full and accurate records of all Customer complaints and queries received, and all subsequent actions taken on them. Upon receipt of a complaint the Scheme should be notified in writing electronically, and should also be kept updated as to resolution progress, by way of copy record updates.
- D. When a Customer complaint is received, and properly recorded, the DEA or the DEA Employer should FORMALLY notify the complainant of their rights under the Customer complaints policy. The policy must make it clear that it does not in any way prevent a complainant from following their normal recourse to Law.
- E. The DEA or the DEA Employer must take all possible actions to resolve the Customer's complaint. If the process is successful, the complaint record should be updated by a suitable report, and a copy of this sent to the Scheme. If settlement cannot be reached, the complainant should be informed that the matter will be escalated to the Scheme.
- F. Upon escalation, the Scheme will review all of the facts related to the complaint. Further clarification may be requested from the various parties, and the Scheme may seek the advice of technical experts. (If technical experts are to be used, the Scheme will charge the DEA/DEA employer for their advice). The Scheme will seek to resolve the complaint to the customer's satisfaction and this may involve the DEA/DEA employer having

to agree to repeat assessment, or some sort of redress. The decision of the Scheme will be final, and is binding on the DEA/DEA employer, but not the customer. **The DEA Accreditation Scheme will make it clear to the customer that these deliberations do not in any way prevent or obstruct their recourse to Law.**

- G. If a Customer complaint is received directly by the Scheme, the relevant DEA or DEA Employer will be notified immediately and the complaint will be passed to them for resolution. The only exception to this process is if the complaint concerns a possible criminal offence, in which case the Scheme will notify the Police.
- H. In the event that the DEA or the DEA Employer receive a Customer complaint about the Scheme itself, this should be fully recorded as to the nature and circumstance, logged as per C. above and then passed immediately to the Scheme. In this instance, and that where the Scheme is notified of the same sort of complaint, directly by the complainant, acknowledgement will be made, in writing, within 5 working days. Senior Scheme management will conduct an enquiry into the matter after agreeing a deadline-date with the complainant. In all cases a detailed complaint history file will be opened and maintained.
- I. DEA or DEA Employer Customer complaint records will be used by the Scheme as part of its quality assessment procedures and can also be used in certain circumstances in order to instigate the disciplinary procedure.

## 9. Disciplinary Processes

- A. Disciplinary Processes resulting from Monitoring Procedures
  - (i) The Scheme has monitoring procedures in place that provide a check that all Members are carrying out their activities in accordance with defined performance criteria.
  - (ii) If the DEA is found to be in breach of these defined performance criteria, the duties as defined by the Scheme, or found to be acting outside the Inspecting and Reporting Requirements, the infringement will be reviewed by the Scheme.
  - (iii) In instances of minor infringement, (defined in Section 11), the Scheme will issue a written informal warning containing clear instruction on how the codes have been breached, and what action is required to avoid future breaches. This being designed to prevent the matter developing into a serious infringement. The rights of the DEA to appeal against such a warning are set out in Section 9. D (i) below).
  - (iv) In instances of serious infringement, (defined in Section 11), the Scheme will inform the DEA of all actions to be taken.
  - (v) Following consideration, the Scheme will take one of the following actions, depending on the background severity of the infringement:
    - a. In the case of a minor infringement that becomes a serious infringement, issue a formal warning containing clear instructions

on how the codes have been breached, and automatically apply the secondary sanction.

- b. Refer the case directly to a Disciplinary Panel, or
- c. In the case of a serious infringement that has not been automatically referred to a Disciplinary Panel, issue a formal warning containing clear instruction on how the codes have been breached and what is required to avoid future breaches of the codes. If the DEA fails to comply with the instructions included in the formal warning letter, a second formal warning will be issued. If the DEA still fails to comply, the published sanction will be imposed, or the matter will be referred to a Disciplinary Panel. The rights of the DEA to appeal against such a warning are set out in Section 9.D. (ii) below).

B. Referral to Disciplinary Panels (see Section 10 for their procedures)

- (i) The composition of Disciplinary Panels will be in accordance with their published procedures.
- (ii) The conduct of Disciplinary Panels will be in accordance with published rules, which include the tariff of sanctions.
- (iii) The date of a hearing by the Disciplinary Panel, and other relevant dates will be in accordance with their published procedures.
- (iv) Full details of the allegations made against the DEA together with copies of all the relevant information to be presented by the Scheme to the Disciplinary Panel will be made available in advance of the hearing.
- (v) The DEA can elect to be represented at the hearing.
- (vi) Decisions reached by a Disciplinary Panel are by way of a majority vote, and are binding on both parties, subject to the right of Appeal, which is set out in Section 9. D. (iii) below. In order to initiate an appeal, DEAs will be required to pay a deposit that will be refunded in the event that the appeal decision is in their favour.

C. Disciplinary Process as a result of a Customer Complaint

In the event that the Scheme itself receives a complaint from a Customer the complaints process outlined in 'Handling Customer Complaints' will be employed. Where a complaint against a DEA is subsequently confirmed to be a breach of the defined performance criteria, then the disciplinary processes described above will be implemented.

D. Disciplinary Appeals

- (i) In the instance where DEAs have been warned by the Scheme for minor infringements, (see Section 9. A (iii)), and where they do not accept the warning and wish to appeal, they should place, in writing, the full details related to the matter, including the reasons for their appeal, and send this to the Scheme. The Scheme will review the matter, and either confirm or modify its warning. This review is final, but does not prevent the DEA from proceeding to Law.

The DEA Accreditation Scheme's External Registrar will review the matter, and will formally advise the DEA of the findings. These findings are final but do not prevent the DEA from proceeding to Law.

- (ii) In the instance where DEAs have been formally warned by the Scheme for serious infringements, (see Section 9. A. (v) c.), and where they do not accept the warning and wish to appeal, they should place, in writing, the full details related to the matter, including the reasons for their appeal, and send this to the Scheme.

The DEA Accreditation Scheme's External Registrar will review the matter, and will formally advise the DEA of the findings. These findings are final but do not prevent the DEA from proceeding to Law.

- (iii) In the instance where DEAs wish to appeal against the decisions made by a convened Disciplinary Panel, (see Section 9 B.(vi)), the External Registrar will review the matter, and will formally advise the DEA of the findings. These findings are final but do not prevent the DEA from proceeding to Law.

**The Appeals Processes is not designed to detract from the rights of a Domestic Energy Assessor under Human Rights Legislation, or other Legal Statutes.**

## **10. Disciplinary Panel Procedure**

### **A. Composition of Panels**

- (i) Disciplinary Panels will be composed of three persons. Two members will be independent, technically qualified individuals drawn from a register kept by the Scheme. The third person will be a senior executive of the Scheme.
- (ii) None of those, appointed to the Disciplinary Panel, should have personal knowledge or previous relationships with any Member brought before them. The findings of the Disciplinary Panel are determined by a majority vote of the appointed members.
- (iii) The Disciplinary Panel will have a Secretary responsible for recording the proceedings reached. The Secretary does not have a vote in reaching decisions.

## B. Notice

- (i) When a Disciplinary Panel is convened, each of its Members should be notified of the time and place of the hearing, given the name(s) of the Members being considered, and copies all of the documents related to the matter. If any member of the Disciplinary Panel identifies a potential conflict of interest or prior association with any Member being considered, they must notify the Scheme and withdraw from the Disciplinary Panel.
- (ii) Members referred to a Disciplinary Panel will be given formal written notice of the time and place of the hearing. This notice will not be more than twenty-eight days from the date of referral.
- (iii) The formal notice will be accompanied by copies of all of the documents related to the matter, including the names and relevance of any witnesses called. The formal notice will include:
  - the name and Membership number of the Member
  - the specific performance criteria that the Scheme considers have been breached
  - the specific instance(s) when such breaches have occurred
  - the nature of the evidence supporting the allegation
  - the basis of any defence offered by the Member
  - a schedule of witnesses (if any)
- (iv) Members are requested to attend the Disciplinary Panel, but cannot be compelled to do so. Members can choose to be formally represented at hearings, and may elect to call pre-identified witnesses in their defence

## C. Procedure

- (i) The members of the Disciplinary Panel shall make such enquiries of all persons appearing before them, as they consider proper. They shall conduct the hearing in such a way, as they consider most appropriate for the clarification of the issues, and generally for the just handling of the proceedings.
- (ii) If a party concerned with the hearing wishes to submit late written representations for consideration these must be presented to the Scheme not less than 7 days before the hearing. The Scheme will distribute copies of such to all the parties concerned.
- (iii) At a hearing, the Disciplinary Panel members, the Member and/or the Member's representative are entitled to make all relevant representations to the Disciplinary Panel, and to call and question witnesses, (always provided that these have been prior notified to all parties), and to examine documentary evidence, and to dispute all evidence presented.

The program and sequence of each hearing will be determined by the Disciplinary Panel with due regard to the wishes of the Member. If any party required to attend the hearing fails to attend, or to be represented, at the time and place fixed for the hearing, the Disciplinary Panel may dismiss or dispose of the proceedings in the absence of that party, or may adjourn the hearing to a later date.

- (iv) A hearing or part of one may be conducted in private for the purpose of gathering representations which in the opinion of the Disciplinary Panel are likely to consist of information:
- which has been communicated in confidence, or which has otherwise been obtained in consequence of a confidence placed by another person; or
  - the disclosure of which would cause substantial injury to the Member. Where a hearing, or part of one, is held in private, the reasons for doing so should be given, the Secretary will still record matters held in private.
- (v) Once the Disciplinary Panel has received all submissions it will discuss the issues raised in private, and arrive at a decision, by a process of majority voting. The decision may include any or all of the following:
- a statement on whether the Disciplinary Panel considers the allegations against the Member to be valid
  - the award of compensation to any Customer who has suffered as a result of the Member not complying with the performance criteria;
  - the award of costs which may include hearing preparation time and any loss of earnings by attendees
  - a requirement on the Member to undertake further training
  - a requirement on the Scheme to modify its procedures or improve staff training
  - a requirement on the Scheme to suspend or withdraw the registration of the Member
  - recommendations to Communities and Local Government, the Scheme, the Member's employer or the Member regarding changes required to improve the overall reliability and accuracy of Energy Performance Certificates
  - decisions that involve compensation, costs, suspension, or de-registration must include a clear statement of the time by which such matters are to be completed.
- (vi) If a decision is made against the Member then the relevant rights of appeal shall be clearly explained, and confirmed in writing, (see Section 9 D (iii)).
- (vii) The Secretary shall compile a complete record of the proceedings and all judgements reached by the Disciplinary Panel. This Minute must be certified as being accurate by all of the members of the Disciplinary Panel and a copy sent to everyone concerned with the hearing.
- (viii) Tables indicating the disciplinary transgressions and possible actions to be taken to deal with them are set out in Section 11.

**A Disciplinary Panel is not designed to detract from the rights of a Domestic Energy Assessor under Human Rights Legislation, or other Legal Statutes.**

## 11. Disciplinary Process Tariff

Abbreviations:

NOS = National Occupational Standards for Domestic Energy Assessors

PCs = Performance Criteria, as stated in the NOS

A link to a Word document detailing the National Occupational Standards for Domestic Energy Assessors can be seen at:

<http://www.sava.org.uk/nav186/SAVA%20Assessment%20Centre.asp?top=0&mid=&tid=&pid=427&nav=nav186z2z>

| Transgression<br>(References are to Elements<br>and PCs of the NOS) | Severity |         | Initial Sanction to be applied   | Secondary Sanction to be applied  |
|---|----------|---------|--|---|
|   | Minor    | Serious |  |   |
| Breach of Element 1.1 of NOS  | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.  |
| Breach of Element 1.2 of NOS  | ✓        |         | Demonstrate that PCs can be met within 28 days from notification to the Scheme of the breach.  | Suspension of Membership of Scheme until such time that PCs can be demonstrated.  |
| Breach of Element 1.3 of NOS, as amended by the Rules of the Scheme | ✓        |         | Demonstrate that PCs can be met within 28 days from notification to the Scheme of the breach.  | Suspension for 28 days from notification to the Scheme of the breach. or until adequate Lifelong Learning requirements have been complied with. |
| Breach of Element 1.4. PCs1,3,5 of NOS                              | ✓        |         | Demonstrate that PCs can be met within 28 days from notification to the Scheme of the breach.  | Suspension of Membership of Scheme until such time that PCs can be demonstrated.  |
| Breach of Element 1.4 PCs 2,4,6,7,8,9. of NOS                       |          | ✓       | Minimum suspension for 14 days with requirement of evidence of changed work practices in place prior to reinstatement (note – depending on detail of the breach, some instances may be referred to Disciplinary Panel immediately) | Depending in nature of breach Disciplinary Panel may impose permanent removal from Membership of Scheme.  |

| Transgression<br>(References are to Elements<br>and PCs of the NOS) | Severity |         | Initial Sanction to be applied   | Secondary Sanction to be applied   |
|---|----------|---------|--|--|
|   | Minor    | Serious |  |  |
| Breach of element 2.1 of the NOS<br>PCs 1,2,4,5,6                   | ✓        |         | Demonstrate that PCs can be met within 28 days from notification to the Scheme of the breach.  | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 2.1 PC 3  |          | ✓       | Minimum suspension for 14 days with requirement of evidence of changed work practices in place prior to reinstatement (note – depending on detail of the breach, some instances may be referred to Disciplinary Panel immediately) | Depending in nature of breach Disciplinary Panel may impose permanent removal from Membership of Scheme. |
| Breach of element 2.2 of the NOS                                    | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 2.3 of the NOS                                    | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 2.4 PCs 1,2,3,8,9<br>of the NOS                   | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 2.4 PCs 4,5,6,7<br>of the NOS                     |          | ✓       | Minimum suspension for 14 days with requirement of evidence of changed work practices in place prior to reinstatement (note – depending on detail of the breach, some instances may be referred to Disciplinary Panel immediately) | Depending in nature of breach Disciplinary Panel may impose permanent removal from Membership of Scheme. |
| Breach of element 3.1   | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 3.2   | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 3.3   | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 4.1 the NOS<br>PCs 1,3 and 5                      | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |

| Transgression<br>(References are to Elements<br>and PCs of the NOS) | Severity |         | Initial Sanction to be applied   | Secondary Sanction to be applied   |
|---|----------|---------|--|--|
|   | Minor    | Serious |  |  |
| Breach of 4.1 PCs 2,4,6,7,8,9 , 10 and 11                           |          | ✓       | Minimum suspension for 14 days with requirement of evidence of changed work practices in place prior to reinstatement (note – depending on detail of the breach, some instances may be referred to Disciplinary Panel immediately) | Depending in nature of breach Disciplinary Panel may impose permanent removal from Membership of Scheme. |
| Breach of element 4.2 of the NOS                                    |          | ✓       | Minimum suspension for 14 days with requirement of evidence of changed work practices in place prior to reinstatement (note – depending on detail of the breach, some instances may be referred to Disciplinary Panel immediately) | Depending in nature of breach Disciplinary Panel may impose permanent removal from Membership of Scheme. |
| Breach of element 5.1 of the NOS ,<br>PCs 1,2,4                     | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |
| Breach of element 5.1 of the NOS<br>5                               |          | ✓       | Minimum suspension for 14 days with requirement of evidence of changed work practices in place prior to reinstatement (note – depending on detail of the breach, some instances may be referred to Disciplinary Panel immediately) | Depending in nature of breach Disciplinary Panel may impose permanent removal from Membership of Scheme. |
| Breach of element 5.2 PCs 1,3, 6                                    |          | ✓       | Minimum suspension for 14 days with requirement of evidence of changed work practices in place prior to reinstatement (note – depending on detail of the breach, some instances may be referred to Disciplinary Panel immediately) | Depending in nature of breach Disciplinary Panel may impose permanent removal from Membership of Scheme. |
| Breach of element 5.2 of the NOS ,<br>PCs 2,4,5                     | ✓        |         | Demonstrate the PCs can be met within 28 days from notification to the Scheme of the breach.   | Suspension of Membership of Scheme until such time that PCs can be demonstrated.                         |

## **12. Membership Appeals**

- A. DEAs have the right to appeal against disciplinary sanctions involving suspension for more than 7 days or withdrawal of Membership. In this instance the DEA Accreditation Scheme's External Registrar will review the matter, and will formally advise the DEA of the findings. These findings are final but do not prevent the DEA from proceeding to Law.

**The Appeals Processes is not designed to detract from the rights of a Domestic Energy Assessor under Human Rights Legislation, or other Legal Statutes.**

## **13. Lifelong Learning Requirements**

- A. The Membership Agreement requires that the DEA undertakes sufficient Lifelong Learning to remain competent and up to date with skills, and able to meet the performance criteria in Element 1.3 of the National Occupational Standards.
- B. Members will be required to update their skills to meet certain critical updates to EPC, recommendations and RDSAP methodology. The Scheme will make Members aware of the requirements. Members will have to provide evidence on a yearly basis that they have taken the necessary learning in order to remain competent in these updates.

## **14. Insurance cover**

To prepare Energy Performance Certificates you must be appropriately Insured. Scheme Membership provides all Active Members with combined Professional Indemnity and Public Liability Insurance cover, (full details are available from the Scheme). Insurance cover is valid for all those activities directly associated with the preparation of energy performance certificates, but it does not cover any additional actions, advice or work the Member may give or perform for customers.

The cost of Insurance cover is included in Membership fees, but Members are required to pay an excess of £250.00 in the event of each and every successful claim against the Professional Indemnity Insurance cover and an excess of £500.00 in the event of each and every successful claim against the Public Liability cover. Any failure to pay the stated excess sums will result in the withdrawal of Insurance cover and therefore Active Scheme Membership.

Members must notify the Scheme regarding any event or action that could result in an Insurance claim.

## 15. DEA Accreditation Scheme Records kept on It's Members

The information recorded on the Scheme database will include, but is not restricted to, the following:

- Name
- Unique Membership number
- Contact details
- Date of application
- Date of CRB check
- Result of CRB check
- Current status of application
- Date of Approval (if successful)
- Date of Rejection (if unsuccessful)
- Employer, if any
- Scanned copies of all forms and declarations
- Lifelong Learning records
- Records of Compliance activities and outcomes
- Records of complaints resolved by the DEA
- Records of complaints escalated to the Scheme
- Records of appeals dealt with by the Scheme
- Disciplinary records

Note, if you are an Active Member, as a minimum, your name and Membership Number will also be published on the Central Register of Domestic Energy Assessors.

## 16. Scheme Identity Cards

Members are provided with an Identity Card, which can be used to identify themselves, as bona-fide Domestic Energy Assessors belonging to the NHER Accreditation Scheme. Identity Cards:

- A. can only be used if the Member is carrying out an Energy Assessment, and for no other purpose
- B. should always be carried by Members upon their person, when carrying out an Energy Assessment
- C. must always be shown upon request
- D. must never be given to any other person, for any reason, (this could result in a Disciplinary Hearing)
- E. must be kept safe and secure. The loss of your Card should be notified to the Scheme immediately. A charge of £25.00 + vat will be made to replace the Card
- F. are valid for each year of Membership only. Upon renewal of Membership a new card (using your recently taken passport-sized facial digital image or photograph) will be issued
- G. must be returned if you cancel your Membership or your Membership is withdrawn for any reason.

# **NHER Accreditation Scheme**

## **Domestic Energy Assessors**

### **Scheme Code of Practice**

#### **Part Two – Inspection & Reporting Requirements**

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# DEA Accreditation Scheme Code of Practice

## Part Two – Inspection and Reporting Requirements

### 1. Introduction

The purpose of Part 2 of this Code of Practice is to ensure that Domestic Energy Assessors (DEAs) produce Energy Performance Certificates (EPCs) in accordance with national or European legislation, regulations made under that legislation, and the National Occupational Standards for Domestic Energy Assessors.

DEAs should always bear in mind that the principal purpose of the EPC is to:

- satisfy the requirements of the EU Directive 2002/91/EC of 16 December 2002 on the Energy Performance of Buildings through the Reduced Data Standard Inspection Procedure (RdSAP), DEAs may also:
- advise persons who may rely on the EPC with regard to the best and most appropriate methods for improving the energy performance of the building, taking into consideration the building's existing construction.

### 2. Energy Performance Certificates

An EPC must <sup>(1)</sup>:

- A. Express the asset rating of the building in a way approved by the Secretary of State under regulation 17A of the Building Regulations 2000;
- B. Include a reference value such as a current legal standard or benchmark;
- C. Be issued by a DEA who is accredited to produce Energy Performance Certificates for that category of building; and
- D. Include the following information:
  - the reference number under which the certificate has been registered;
  - the address of the building;
  - an estimated of the total useful floor area of the building;
  - the name of the energy assessor who issued it;
  - the name and address of the energy assessor's employer, or, if he is self employed the name under which he trades and his address;
  - the date on which it was issued; and
  - the name of the approved accreditation scheme of which the energy assessor is a member

In addition an EPC <sup>(2)</sup>:

- A. Must be complete, objective and satisfy relevant codes of practice and standards <sup>(3)</sup>
- B. Must follow the standard format which is compulsory and must not be altered or added to in any way.
- C. Is only concerned with the property's energy efficiency. DEAs must not give opinions as to the usefulness, marketability or attraction of the property, any parts of it, the building, accommodation, grounds etc when they act as a DEA.
- D. Must not describe security measures designed to reduce the risk of unlawful entry to a property, or the absence of such measures
- E. Must provide an indication of the energy efficiency of the property at the date of the inspection. DEAs must not comment on any planned future alterations.

- F. Must be completed by DEAs who have a general knowledge of all those Building Regulations and Approved Documents to those Regulations that are relevant for the production of an EPC, and when any relevant regulations came into force.
- G. Must exclude any report upon the condition of the property, or any improvement costs.
- H. Must not give opinions concerning potentially harmful substances, materials or services.
- I. Must be based on the factual evidence seen or deduced. Where such evidence cannot be clearly identified, or is inconclusive, DEA's must apply professional judgement in arriving at the inspection.

### 3. The terms upon which the Energy Performance Certificate is prepared

- A. The terms on which the EPC is prepared govern the extent of the duties of DEAs in producing the EPC. They are mandatory and cannot be altered, restricted or expanded.
- B. DEAs must carry out energy assessments with reasonable care and skill <sup>(4)</sup>. The duty imposed shall be enforceable by the following persons:
  - the relevant person;
  - in the case of an EPC and recommendation report, any prospective or actual buyer or tenant during the period of validity of the certificate; and
  -

Any cause of action arising in relation to the duty imposed, is deemed not to be an action founded on tort for the purposes of the Limitation Act 1980(a).
- C. If DEAs undertake other professional services relating to the property, which is not specifically connected with the production of an EPC they are not acting as DEAs in respect of the other work, even if it is carried out during the same visit. Such services, which may include energy advice to home owner/occupiers and buyers must be covered by separate contracts. The DEA is not covered by the Scheme's Professional Indemnity and Public Liability Insurance when undertaking any other work save that connected with the production of an EPC.
- D. Where relevant, the DEA must include in an EPC a declaration of any personal or business relationship <sup>(5)</sup> (other than in relation to producing the certificate), that he has with:
  - the person who commissioned the certificate
  - any person on whose behalf the certificate was commissioned
  - any person who he believes has or may have a personal or business relationship to the person detailed above
  - any person who has or may have an interest in the building
- E. DEAs must also disclose a financial and/or personal relationship with others involved in the transaction, for example where their employer is also the person commissioning the EPC
- F. The terms on which the EPC is prepared and which govern their disclosure are considered to be of high importance and DEA's must understand them and be able to explain them to consumers <sup>(6)</sup>.

### 4. The Energy Performance Certificate Register

- A. All EPCs <sup>(7)</sup> will be electronically registered on the Communities and Local Government's Register of EPCs. An EPC is not valid until it has been entered on this Register and has been allocated a Report Reference Number.

B. Web access and email facilities are necessary to register an EPC.

## **5. Software for Energy Performance Certificates**

A. EPCs will be delivered to the Register of EPCs electronically.

## **6. Professional Indemnity and Public Liability Insurance (see Code of Practice Section 14)**

A. DEAs will be covered by the Scheme's insurance only when preparing EPCs.

## **7. Agreeing and Confirming Instructions to undertake Energy Assessments <sup>(8)</sup>**

- A. DEAs must understand and be able to explain to consumers the requirements of the regulations made under the Housing Act (2004) Part 5 relating to EPCs. Regulations may change from time to time and DEAs must keep abreast of current legislation affecting their work <sup>(9)</sup>.
- B. DEAs must know their limitations, particularly in regard to the types of property that fall outside their experience and competence. Instructions outside this expertise must be declined <sup>(10)</sup>.
- C. DEAs must be completely familiar with the format, terms on which the EPC is prepared and explanatory text of the EPC, and be prepared to explain any sections or terms to the home owner/occupier before, during and after the inspection <sup>(11)</sup>.
- D. DEAs must set aside sufficient time for the inspection and preparation of complete and accurate records of inspection findings <sup>(12)</sup>.
- E. Any circumstance that might lead to an actual or perceived conflict of interest must be explored by the DEA with the home owner/occupier and/or the person from whom instructions are received <sup>(13)</sup>.
- F. DEAs must conduct work in a professional and ethical manner <sup>(14)</sup>.

## **8. Preparing for the inspection <sup>(15)</sup>.**

- A. DEAs must use their local knowledge to complete the EPC <sup>(16)</sup>. In the event that DEAs do not have such knowledge of the area where the inspection is being undertaken, they must satisfy themselves that they can competently undertake the EPC
- B. DEAs must possess and ensure that they have all the necessary equipment and essential tools with them at all times to undertake the inspection in a satisfactory manner, <sup>(17)</sup> and check that the tools and equipment are all in good working order.

## **9. Inspection <sup>(18)</sup>.**

- A. DEAs must identify themselves to the person at the property at the inspection <sup>(19)</sup>.
- B. DEAs must adhere to the description of the inspection in the terms in the EPC. They must record any restrictions found on site in their record of inspection.
- C. The inspection must not be destructive or invasive (i.e. cause any significant permanent marking, damage, harm or injury to the building fabric), even if the home owner/occupier gives verbal permission to do so during the inspection.
- D. DEAs must undertake a methodical visual inspection of all relevant parts of the property, taking accurate measurements, obtaining all necessary information, making any necessary further investigations and making appropriate records of inspection, all such information being consistent with the need to collect all necessary data for the RDSAP, and subsequent recommendation requirements <sup>(20)</sup>.

- E. Where a complete inspection is impractical and will significantly affect the result (e.g. the boiler is in a room occupied by an sleeping occupant who cannot be disturbed), DEAs must arrange a further inspection.
- F. The inspection must be conducted only from the property itself and any adjoining public space. DEAs must decline any suggestion from the home owner/occupier to enter neighbouring property.
- G. DEAs must use all suitable vantage-points to view as much of the property as possible, without danger or undue difficulty for themselves.
- H. If the services are 'turned off' on arrival or during the inspection this must be recorded in the record of inspections.
- I. If children or young people under the age of 16 are left in charge of the property, DEAs must postpone the inspection until a responsible adult can be present.
- J. DEAs must not accept any inducements, which could in any way be interpreted as an attempt to influence their objectivity and decisions <sup>(21)</sup>.

## 10. Timescales <sup>(22)</sup>

- A. DEAs must take decisions on the time required to complete an instruction based on obtaining sufficient information <sup>(23)</sup> to prepare EPCs that are complete and comprehensive <sup>(24)</sup>. There are no set time-scales for inspection or EPC delivery, therefore DEAs must be aware of the risks resulting from inadequate inspection and professional evaluation, and hastily prepared EPCs <sup>(25)</sup>.

## 11. Fees

- A. If DEAs provide other professional services for the home owner/occupier, which are not specifically related to the preparation of an EPC, these services must be invoiced separately, from the EPC charges.

## 12. Records and files <sup>(26)</sup>

- A. DEAs must make accurate and legible records of the inspection <sup>(27)</sup>, which are to be maintained securely for a period not less than 15 years. The records must be of sufficient detail to enable an unconnected third party to interpret the DEA's inspection findings. The practice of completing electronic reports without the preparation of such records is unlikely to satisfy the National Occupational Standards.
- B. The identification of the age, construction, materials, services provided and available and measurements form the basis for the inspection of the building. Such descriptions must therefore be included in the record of inspections <sup>(28)</sup>.
- C. Records must also be kept of all queries, communications etc related to the particular inspection and the EPC relating to the property <sup>(29)</sup>.
- D. Records must also be kept of where and why accurate inspection was not possible <sup>(30)</sup>.

## 13. Security of information <sup>(31)</sup>

- A. DEAs may come across personal information about the various parties, in particular the owner, occupier/s and home owner/occupier of the property, which has no relevance to the EPC. Such information must not be recorded in the record of inspections or divulged to third parties save that DEAs must not treat this provision as a reason to ignore their common law duties and responsibilities <sup>(32)</sup>.
- B. DEAs must not use any information about the property in any other context without first obtaining the owner and/or home owner/occupier's written permission.
- C. DEAs must keep all information records safe and secure <sup>(33)</sup>.

#### **14. Health & Safety risks** <sup>(34)</sup>

- A. DEAs must know and comply with the requirements of the Health and Safety at Work Regulations.
- B. When visiting sites where construction works are in progress, DEAs must comply with the Site Manager's directions regarding the wearing of safety equipment <sup>(35)</sup>.
- C. DEAs must also note that they have a duty of care, to bring potential safety issues to the notice of the householder or occupier of the property. However, such matters do not form part of the EPC.

#### **15. Duty of Care** <sup>(36)</sup>

DEAs must carry out energy assessments with reasonable care and skill.

#### **16. Measurements and recording of data on site**

- A. DEAs must understand and use the current Royal Institution of Chartered Surveyors 'Code of Measuring Practice'.
- B. DEAs must take care to ensure all measurements necessary to produce an accurate EPC are accurately obtained and recorded in record of inspections.
- C. DEAs must note and record the specific data required for the EPC in a consistent and methodical manner <sup>(37)</sup>.

#### **17. Enquiries into the completed EPC** <sup>(38)</sup>

- A. DEAs must promptly respond to enquiries from potential buyers, but must only provide clarification on the content of the EPC. DEAs must not give any further detail or advice <sup>(39)</sup>.
- B. Any enquiries from potential buyers and others must not be divulged to the home owner/occupier <sup>(40)</sup>.
- C. DEAs are required to provide clarification of the Energy and Environmental performance ratings and on the 'recommendations for improvement measures' <sup>(41)</sup>. They are not required to provide additional advice outside the scope of the EPC. The EPC refers the reader to other sources of further advice.

#### **18. Complaints, Claims etc** <sup>(42)</sup>.

- A. DEAs must work under a complaint procedure that complies with part one of this Code of Practice.

## REFERENCES

| Reference Numbers | N.O.S.                           | Reference Numbers | Statutory Instruments |
|-------------------|----------------------------------|-------------------|-----------------------|
|                   |                                  | (1)               | S. 11.                |
| (2)               | 5.1& 5.2                         |                   |                       |
| (3)               | 5.1.5                            |                   |                       |
|                   |                                  | (4)               | S. 27                 |
|                   |                                  | (5)               | S. 26                 |
|                   |                                  | (6)               | S. 14                 |
|                   |                                  | (7)               | S. 31                 |
| (8)               | 3.1                              |                   |                       |
| (9)               | 1.1, 1.4.9, 2.4.9, 3.1.3 & 3.2.3 |                   |                       |
| (10)              | 1.3.1, 1.4.4 & 3.1.9             |                   |                       |
| (11)              | 5.2.3                            |                   |                       |
| (12)              | 1.2.1, 1.2.8.& 4.2               |                   |                       |
| (13)              | 1.4.2 & 3.1.9                    |                   |                       |
| (14)              | 1.4                              |                   |                       |
| (15)              | 3., 3.2 & 3.3                    |                   |                       |
| (16)              | 3.2.1, 3.2.2, 3.3.1 & 3.3.3      |                   |                       |
| (17)              | 2.1, 2.1.4 & 4.1.1 & 4.1.2       |                   |                       |
| (18)              | 4.1                              |                   |                       |
| (19)              | 4.1.3                            |                   |                       |
| (20)              | 3.2.1, 4.1.4, 4.1.6 – 4.1.9      |                   |                       |
| (21)              | 1.4, 1.4.1 & 1.4.5               |                   |                       |
| (22)              | 1.2                              |                   |                       |
| (23)              | 1.2.5                            |                   |                       |
| (24)              | 5.1                              |                   |                       |
| (25)              | 1.4.2                            |                   |                       |
| (26)              | 4.2                              |                   |                       |
| (27)              | 4.2.1                            |                   |                       |
| (28)              | 4.1.4                            |                   |                       |
| (29)              | 2.4.6                            |                   |                       |
| (30)              | 4.2.2                            |                   |                       |
| (31)              | 2.4                              |                   |                       |
| (32)              | 2.4.4                            |                   |                       |
| (33)              | 2.4.6                            |                   |                       |
| (34)              | 2.1 & 2.2                        |                   |                       |
| (35)              | 2.1.2                            |                   |                       |
|                   |                                  | (36)              | S. 37                 |
| (37)              | 4.2                              |                   |                       |
| (38)              | 5.2.4                            |                   |                       |
| (39)              | 2.4.5, 5.2.3-5                   |                   |                       |
| (40)              | 2.4.5                            |                   |                       |
| (41)              | 5.1.3, 5.2.3 & 5.2.4             |                   |                       |
| (42)              | 1.1                              |                   |                       |
|                   |                                  |                   |                       |

**NOS = National Occupational Standards for Domestic Energy Assessors**

**Statutory Instruments = Statutory Instruments No. 991 2007**