



Memorandum of Understanding

Energy Efficiency Promotion to the Private Sector within the Borough of Slough

Details

Parties

The parties to this Memorandum of Understanding which includes its Annexes (“**the MoU**”) are:

- (A) **SLOUGH BOROUGH COUNCIL** of St. Martins Place, 56 Bath Road, Slough, SL1 3UF (“**the Council**”) and
- (B) **ARAN SERVICES LIMITED** (Company No.05045144) whose registered office is at Units 1-6, The Old Station, Higham, Bury St. Edmunds, Suffolk, IP28 6NE (“**ASL**”)

1 Background

- 1.1 The Council is a local authority within the meaning of that term in the Local Government Act 1972, a housing authority within the meaning of that term in the Housing Act 1985 and an energy conservation authority within the meaning of that term in the Home Energy Conservation Act 1995 and having general power of competence under the Localism Act 2011
- 1.2 ASL have provided the Council with a proposal regarding the promotion of energy efficiency measures to private sector housing across the Council’s area.
- 1.3 The Council and ASL are interested in working together to promote energy efficiency under ECO2t in homes in the Council’s area

2 Scope of Services

- 2.1 ASL’s role will be to:
 - 2.1.1 promote and market EEMs available under ECO2t and detailed in clause 7, as provided for by The Electricity and Gas (Energy Company Obligation) (Amendment) Order 2017 (“**ECO2t**”);
 - 2.1.2 assess each enquiry received by a Slough private resident (“**Customer**”) as a result of the Promotion in accordance the ECO2t Scheme Rules;
 - 2.1.3 where requested to do so by a Customer, carry out an energy efficiency assessment of that Customer’s residence and provide a technical report to the

Customer detailing the previously installed and available energy efficiency measures at their property, in accordance with the ECO2t Scheme Rules;

2.1.4 inform the Customer in writing of the eligible energy efficiency measures the Customer may be able to benefit from in relation to their residence under the ECO2t Scheme (“**EEMs**”), including any costs the Customer will have to meet themselves in relation to provision of the EEMs; and

2.1.5 where the Customer wants ASL to provide some or all the EEMs, ALS shall (a) provide and install the EEMs requested by the Customer at their residence; (b) secure any ECO2t funding support for the EEMs, in accordance with the ECO2t Scheme Rules.

(together “**the Services**”)

2.2 For the purposes of this MoU, “**ECO2t Scheme Rules**” shall mean Ofgem’s rules and guidance regarding the application of ECO2t as set out at www.ofgem.gov.uk/environmental-programmes/eco/contacts-guidance-and-resources/eco-guidance and any applicable laws relating to ECO2t.

3 **Promotion Stage**

3.1 As part of the Services, ASL shall undertake a joint branded promotion (using the Council Logo) to private sector residents within the Council’s borough (“**Promotion**”).

3.2 The Promotion will include direct mailing, social media and community engagement to all private sector households within the Council’s area illustrating how ECO2t operates and the EEMs the Customer may be entitled to benefit from, subject to ASL’s compliance with The Privacy and Electronic Communications (EC Directive) Regulations 2003.

3.3 ASL will use the services of Royal Mail to obtain postal addresses of private residences within the Council’s borough for use solely in relation to the Promotion.

3.4 The Council shall make the Census Output Area Data it has obtained from the Office for National Statistics regarding the Council’s borough available to ASL to assist in relation to the Promotion (“**COAD**”). The Council confirms that the COAD does not contain any personal data as defined under the Data Protection Act 1998.

3.5 ASL will meet all costs associated with the Promotion such as mailings to private residences and social media marketing and support undertaken by ASL.

3.6 The Council will meet all costs associated with supporting promotional activities undertaken directly by the Council.

3.7 ASL will not carry out any cold calling at any time during the Promotion and community engagement by ASL will be completed following any promotional mailing. ASL may only (i) contact any individual by phone or (ii) visit an individual in person as part of the Services where requested to do so by the Customer for the purposes of assessing the Customer’s required EEMs and the delivery and installation of the EEM’s as agreed with the Customer.

4 **Use of the Council’s Logo and Name**

4.1 The Council grants ASL a non-exclusive, non-transferable, royalty-free licence for the term of this MoU to use the Council’s logo as set out at Annex B (“**Council’s Logo**”) solely in

respect of pre-agreed marketing activities forming part of the Promotion, as agreed with the Council in accordance with clause 4.2.

4.2 ASL shall not use the Council's Logo or the Council's name on:

4.2.1 any promotional or marketing materials, including but not limited to leaflets, letters, posters or advertisement;

4.2.2 ASL's website or the website of any third party; or

4.2.3 any social media platform.

without the obtaining the Council's prior written consent.

4.3 Any use by ASL of the Council's Logo shall be in accordance with any Council brand guidelines provided from time to time.

4.4 ASL acknowledges that it shall not make any use of the Council's Logo or the Council's name for any other purpose, except as set out in the terms of this MoU.

5 Enquiry Stage

5.1 Where enquiries are made to ASL by a Customer the following process set out in this clause 5 will apply.

5.2 ASL will provide a telephone contact number for Customers to contact in relation to the ECO2t Scheme in all marketing/promotional activities and shall ensure that this telephone line is adequately manned to deal with the number of potential enquiries arising.

5.3 Following a call from a Customer under clause 5.2, ASL will contact the Customer promptly to arrange a suitable appointment to complete an assessment of a Customer's property.

5.4 If an enquiry is made by a private tenant then ASL will require the consent of the landlord in order to complete a survey/assessment.

5.5 ASL shall inform the Customer during the enquiry stage that whilst the Council is working with ASL to promote Fully Funded Products, the Customer's contract for the provision of the EEMs (whether Fully Funded Products or Partially Funded Products) is solely between ASL and the Customer. ASL shall be solely responsible for the provision of the EEMs (whether Fully Funded Products or Partially Funded Products) to the Customer ("**Customer Contract**"). ASL shall reimburse the Council in fully for any liability the Council incurs in relation to ASL's performance of a Customer Contract.

5.6 Where a sub-contractor of ASL is to visit the resident ASL will ensure that the resident is informed in advance of the name of the Network Partner who will be making the visit.

6 Assessment Stage

6.1 When ASL or their Network Partner visit a Customer they will follow the process set out in this clause 6.

6.2 ASL or their Network Partner shall state who they represent and the purpose of the visit and present a photographic ID card.

- 6.3 ASL or their Network Partner shall carry out a technical survey in conformance with current standards and best practice and advise the Customer as to the nature and extent of the possible works.
- 6.4 ASL or their Network Partner shall complete a site specific risk assessment.
- 6.5 Where any additional issues such as asbestos, wood worm or other infestations, ASL or their Network Partner shall note these findings and any solutions for treatment including associated costs would be proposed.
- 6.6 If access to the property is not possible due to the Customer being unavailable, ASL or their Network Partner will record this and a calling card will be left for the Customer.

7 **Measures Considered**

- 7.1 ASL as part of the Services will treat the following EEM's as priority measures:
 - 7.1.1 Loft Insulation;
 - 7.1.2 Cavity Wall Insulation;
 - 7.1.3 Room in Roof Insulation.
- 7.2 ASL will consider the following EEMS where requested by a Customer or where it is relevant to the Customer's residence as follows:
 - 7.2.1 Replacement Boilers;
 - 7.2.2 Replacement Electric Heating; and
 - 7.2.3 Solid Wall Insulation (external & internal).

8 **Sale of Energy Efficiency Measures Outside of ECO2t**

- 8.1 The Council and ASL agree that:
 - 8.1.1 ASL may conclude sales of EEM's with Customers under this MoU where such EEM's are fully funded under the ECO2t Scheme Rules ("**Fully Funded EEM's**");
 - 8.1.2 ASL may conclude sales of EEM's with Customers under this MoU where such EEM's are partially funded under the ECO2t Scheme Rules but only to the extent the aggregate value of the EEM's, which are not Fully Funded EEM's, to be purchased by the Customer is under £[●] ("**Partially Funded EEM's**") ; or;
 - 8.1.3 ASL may not conclude sales of (i) any energy efficiency measures which are not funded under the ECO2t Scheme Rules or (ii) any other products or services whether on ASL's behalf or ASL on behalf of a third party.

9 **Post Assessment**

- 9.1 When the survey/assessment has been completed ASL will follow the process set out in this clause 9.
- 9.2 ASL will provide the Customer with a quotation for the EEMs. The contract for performance of the EEMs will be between ASL and the Customer.

- 9.3 ASL will ensure that all necessary statutory approvals and permissions have been obtained in advance of the EEMs being booked.
- 9.4 ASL will on receipt of the Customer's written agreement for EEMs to proceed to installation and a suitable installation appointment will be booked with the Customer.
- 9.5 ASL will install the EEMs at the Customer's property in accordance with the ECO2t Scheme Requirements and all applicable laws.
- 9.6 ASL on completion of installation of the EEMs will issue a handover pack to the Customer appropriate to the EEMs installed and a handover conducted.
- 9.7 ASL will manage all grant funding claims under the ECO2t Scheme to the relevant utility partner.
- 9.8 ASL will manage the invoicing and collection of Customer contributions for the EEMs.
- 9.9 ASL will provide all relevant warranties and guarantees to the Customer (or landlord where applicable) for the EEMs provided.
- 9.10 ASL will ensure that all cavity wall insulation installations are covered by a CIGA guarantee or equivalent and a copy of the relevant guarantee certificate will be provided to the Customer upon completion of the EEMs.
- 9.11 ASL will provide notification to the Council's Building Control under the ASL competent persons scheme where relevant.

10 **Technical Monitoring**

- 10.1 ASL will ensure every installation of an EEM will be technically inspected by ASL and signed off as being compliant with the relevant standards by a competent person, as detailed in the ECO2t Scheme Rules.
- 10.2 ASL will ensure every installation will be signed off by the Customer after handover.
- 10.3 Quality assurance will be in accordance with Ofgem requirements for all PAS2030 installed EEMs. The quality assurance shall be completed in house and by independent externally appointed companies.
- 10.4 All Customers will be asked to provide feedback and this will be recorded and provided to the Council where applicable.

11 **Complaints**

- 11.1 ASL will handle all complaints regarding the Services in accordance with:
 - 11.1.1 ASL's complaint procedure set out at <https://www.aranservices.co.uk/pages/736/Green-Deal-Complaints-Policy-Procedures/>; and
 - 11.1.2 ASL's "Customer Care Policy" as set out at Annex C
- 11.2 ASL shall report any complaints regarding the Services to the Council, as set out in Annex A.

12 **Auditing & Review**

- 12.1 ASL will provide the Council with monthly data regarding performance of the Services, as detailed within Annex A.
- 12.2 ASL must report monthly to the Council on the numbers of completed Partially Funded EEM's and completed Fully Funded EEM's. Where the Council has concerns regarding the number of completed Partially Funded EEM's compared with completed Fully Funded EEM's the Council may raise this with ASL. Despite these discussions, where the Council's concerns remain, it may, in its sole discretion, give written notice to ASL that the sale of Partially Funded EEM's is to be suspended until such time as the Council decides the position has been remedied. Where ASL's sale of Partially Funded EEM's has been suspended, ASL may only recommence the sale once the Council has provided it with written notice allowing it to do so.
- 12.3 ASL will attend regular meetings with the Council, at the Council offices, where appropriate/necessary.
- 12.4 ASL will hold sub-contractor meetings and will advise the Council in advance of such meetings so that representatives of the Council may attend as deemed necessary.

13 **Code of Conduct**

ASL will ensure that all employees, operatives and sub-contractors are DBS checked before coming into contact with any Customers, whether vulnerable or not, and they will comply with the ECO2t Scheme Rules, including any codes of conduct at all times.

14 **Council's Powers and Exclusivity**

- 14.1 ASL hereby agrees that nothing contained in this MoU shall in any manner whatsoever prejudice or fetter the Council's powers and duties as a local authority.
- 14.2 ASL hereby agrees and declares that this MoU does not grant ASL any exclusivity and that the powers and ability of the Council enter into contracts and agreements with other parties relating to the matters which are the subject of this MoU shall not in any way be fettered by this MoU.

15 **Freedom of Information**

- 15.1 ASL hereby agrees that the Council is subject to the Freedom of Information Act 2000 and that the Council may be required to disclose information relating to this MoU pursuant to that Act and to do so without prior consultation with ASL. ASL shall provide to the Council forthwith such information as the Council may require in order to enable the Council to comply with its obligations under the said Act.

16 **Council's Policies**

- 16.1 ASL hereby agrees to observe the Council's policies relating to Health and Safety, Anti-Discrimination, Anti Corruption and Bribery in relation to anything done by them in relation to this MoU.

17 **Vulnerable Customers**

- 17.1 ASL shall treat any vulnerable customers they may come into contact with during the course of providing the Services in accordance with ASL's "Vulnerable Customers Policy" as set out at Annex D. A vulnerable customer shall be as described in the Vulnerable Customers Policy.

17.2 Further to clause 17.1, ASL shall comply with the Council's policy on "Safeguarding of Vulnerable Persons" as notified to ASL.

18 **Data Protection**

18.1 Notwithstanding anything to the contrary in ASL's standard privacy policy, ASL shall only process the personal data it receives in relation to the Services to the extent, and in such a manner, as is necessary for the purposes of performing the Services under this MoU, and in accordance with the ECO2t Scheme Requirements and the Council's instructions from time to time and shall not process the personal data for any other purpose, including but not limited to other services ASL provides.

18.2 ASL shall only collect any personal data in relation to the Services on a "*Data Collection Form*" (as approved by the Council) which will contain a data protection notice informing the purposes or purposes for which their personal data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair. ASL shall not modify or alter the form in any way without the prior written consent of the Council.

18.3 If ASL receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data in relation to the Services or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify the Council and it shall provide the Council with full co-operation and assistance in relation to any such complaint, notice or communication.

18.4 ASL shall not transfer the personal data relating to the Services outside the European Economic Area.

18.5 ASL shall not use personal data collected through provision of the Services for the promotion or marketing of any ASL's providing outside of ECO2t as covered by this MoU.

18.6 ASL shall promptly inform the Council if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable. ASL will restore such personal data at its own expense.

18.7 For the purposes of this clause 18, "personal data" shall have the meaning provided in the Data Protection Act 1998.

19 **Insurance**

ASL hereby agrees that will at all times have in place insurance policies in respect of third party liability with a limit of liability of not less than £10 million in respect of each claim, employer's liability and professional indemnity with a limit of liability of not less than £1 million and shall provide to the Council such evidence as the Council.

20 **Indemnity**

ASL hereby agrees to indemnify the Council against any claim made against the Council in respect of any liability, loss, damage, injury, cost or expense sustained by the Council or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from ASL's act or omission in relation to ECO2t and/or the Services under this MoU.

21 **Variation**

No variation of the provisions set out or referred to in this MoU will be effective unless it is agreed in writing and signed by both parties.

22 **Termination**

Both parties may terminate this MoU at any time by giving at least 7 days' notice in writing to the other party PROVIDED ALWAYS that the Council may terminate this MoU forthwith on immediate notice to ASL in the event of any breach of this MoU by ASL which the Council in its absolute discretion considers would bring the Council into disrepute.

23 **Status**

23.1 This MoU is intended to be legally binding.

23.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnerships, joint venture or relationship of employment between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party

23.3 This MoU shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed on behalf of Slough Borough Council ("**the Council**")

..... Date.....

Signature

.....

Name

Signed on behalf of Aran Services Limited ("**ASL**")

..... Date.....

Signature

.....

Name

Annex A

Data

ASL will provide the following anonymised data to the Council on a monthly basis:

- a) Number of enquiries and postcode districts for each enquiry (with the postcode districts being at the SL0 to SL9 level).
- b) Number of assessments/surveys.
- c) Number of aborted assessments/surveys.
- d) Number of installation completions confirming type of EEM, carbon saving, ECO2t grant funding and customer contributions. Such data shall clearly indicate the numbers of Fully Funded EEM's and Partially Funded EEM's completed.
- e) Number of Customer complaints received and postcode districts for each complaint.
- f) The response time for each complaint and a summary as to the nature and severity of the complaint.
- g) Upon completion of the scheme ASL will provide the Council with a summary total in respect to all of the above measures.

Annex B

Council's Logo

[insert SBC's logo]

Annex C
Customer Care Policy



Customer Care Policy

Introduction

Aran Services Ltd, Green Deal Provider specialises in the supply and installation of whole house energy efficiency solutions, to domestic households nationally.

We are proud to offer a friendly, professional, quality service from initial enquiry to installation. We have a procedures manual that conforms to ISO9001, and use only the highest quality products from inspected and approved suppliers. All products are installed in strict accordance with manufacturers' instructions, industry specifications, best practice guides and British Board of Agrément (BBA) certificates.

All installation teams are trained and approved by manufacturers and the BBA and are provided with ongoing training. Our surveyors receive thorough and ongoing training, hold the City & Guilds 6176 in energy awareness and have been cleared by the Criminal Records Bureau.

Our directors, managers and supervisors have many years experience within the industry and train all staff to a high level of competency. It is company policy to continually improve our procedures and systems to enable us to deliver the best possible customer service.

In order to assure quality installations, we monitor a minimum 20% of all completed work to ensure the highest possible standards. A further 10% of customers are issued with customer satisfaction forms, to provide our customers with a means by which to report any dissatisfaction.

All customers are contacted by telephone to arrange both the survey and installation; confirmation letters are sent explaining the nature of each operation, and any preparation required by the customer.

Special attention is paid to elderly, disabled or vulnerable customers with a view to providing a considerate service.

All client records are stored electronically in line with data protection requirements.

We are open for business between 8am and 6pm Monday to Friday, and will install works on a Saturday if requested; in an emergency we can be contacted 24 hours per day 7 days per week.

All staff are issued with Aran Services Ltd ID cards and corporate work wear.

Customer Complaints Procedure

Customer complaints are taken very seriously at Aran Services Ltd, we see our company as a quality service provider in the domestic market place and any complaint needs to be reacted to very quickly and efficiently.

We define complaints where a customer expresses or implies dissatisfaction with the services offered by our organisation.

Any complaint received by Aran Services Ltd will be dealt with in the following manner:-

1. The complaint will be logged on the computer system immediately after the complaint is received, A unique complaint reference number will be allocated and a complaint form raised, identifying the complaint, client details and the member of staff responsible for resolving the problem (please see complaints flow diagram attached). A hard copy and an electronic copy of each complaint will be produced by the appointed administrator and stored in the company file on the company network under Aran Services Customer Care. Before the form is passed to be resolved, the appointed

administrator checks all details for accuracy and passes information to the Managing Agent (if required).

2. The Manager assigned to resolve the complaint will make a decision whether to appoint a deputy or other member of staff to deal with the complaint, the client will be contacted within 48 hours or sooner dependent on the severity of the complaint with the Aran Services Ltd staff member introducing themselves as the point of contact. At this stage an appointment will be made to visit the client's property to assess remedial action. All information is relayed to the appointed administrator to update the file and managing agent, if required.
3. The timescale set out to resolve complaints is very much dependent on their nature; however, the client must be satisfied by the response and proposed remedial action. Our target is to resolve all complaints within 14 days of the initial complaint. All contact with the client must be entered onto the unique electronic complaints form via the appointed administrator.
4. When a complaint is resolved the completed paperwork is returned to the appointed administrator who will sign off the complaint as resolved update the electronic complaints form. A hard copy of the resolved complaint form will also be filed in the complaints file held by the appointed administrator.
5. Monitoring complaints will form part of the Management Meeting Agenda, performance on complaints resolution will be discussed and actions assigned where appropriate to improve the systems in place. Any trends will be taken up with particular members of staff for further training requirements and / or disciplinary procedures.
6. A full hard copy and electronic record of all communications will be kept and forwarded to the managing agent the next working day, if required.
7. Where any suitable resolution can not be reached or if the complainant is not satisfied with Aran Services' decision, Aran Services will inform the complainant they may refer the complaint to an Alternative Dispute Resolution Service in accordance with the Alternative Dispute Regulations 2015.
 - Complaints related to activities regulated by the Financial Conduct Authority should be referred to the Financial Ombudsman Service
 - Complaints related to Green Deal activities should be referred to the Green Deal Ombudsman Service AND the Financial Ombudsman Service if applicable

Staff Responsibilities

Appointed Administrator:

- Receive complaint from customer
- Initiate complaints procedure
- Allocate paperwork to appointed director
- Update system on completion
- Managing agent updates
- Produce data for directors meetings
- Report to Managing Director any complaints not resolved within timescales

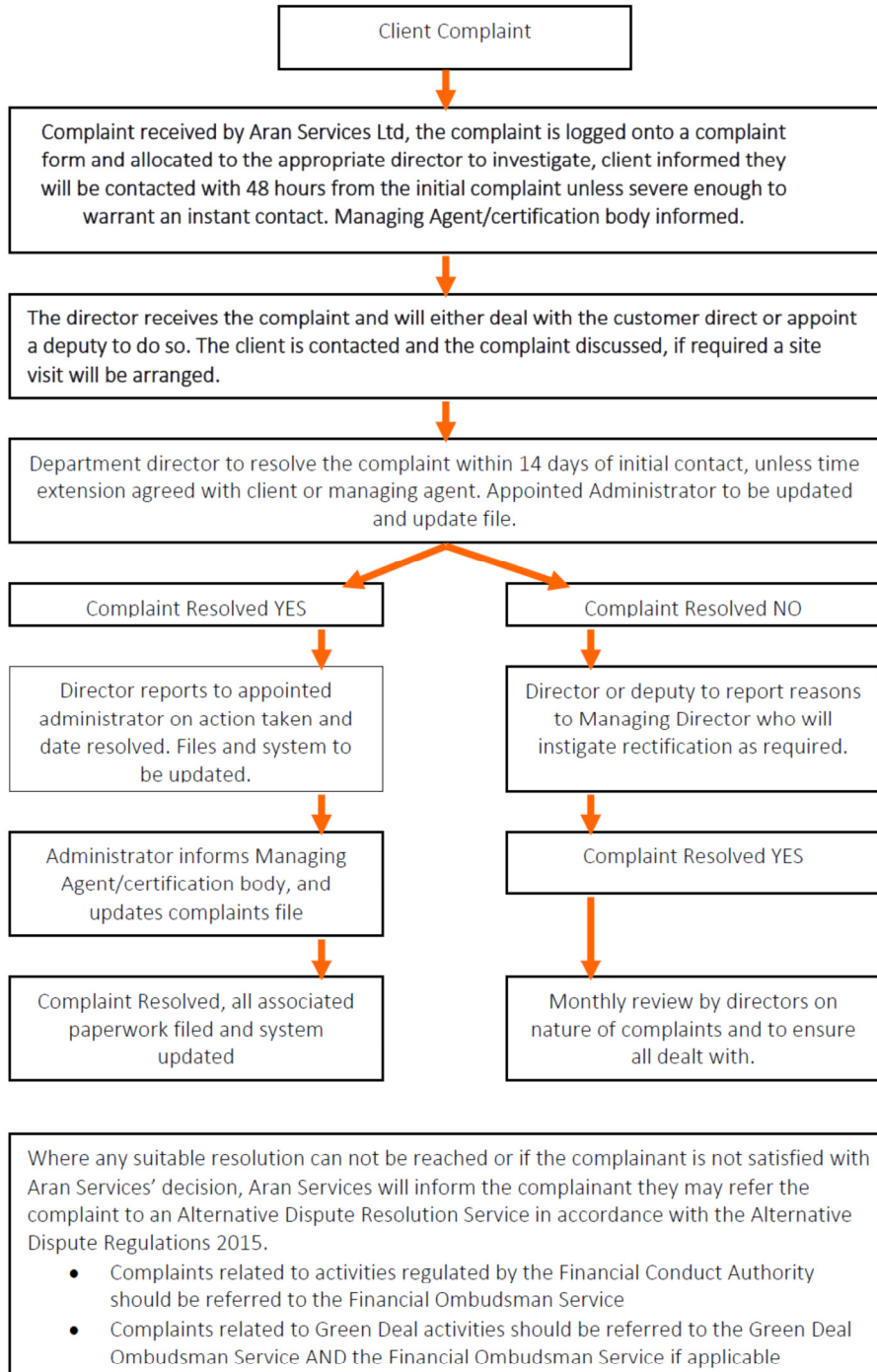
Managers

- Deputise staff member to deal with complaint if required
- Rectify complaint within timescales with minimal disturbance to client
- Inform appointed administrator of any delays
- Return completed complaints form duly completed to appointed administrator

Quality Manager / Directors

- Oversee complaints procedure
- Ensure timescales are met
- Analyse data for trends
- Instigate training and / or disciplinary procedures

Complaints Flow Diagram (SFR 102)



Annex D

Vulnerable Customers Policy



Vulnerable Customers Policy

How do we define vulnerability?

Definition:

'A vulnerable customer is someone who, due to their personal circumstances, is especially susceptible to financial detriment, particularly when a firm is not acting with appropriate levels of care.'

Breaking this down further, the company has identified the following characteristics and circumstances that it views as 'vulnerable'. This makes it clear that the employees need to consider these when conducting themselves within their homes, to ensure that the vulnerable customers are treated fairly.

Personal characteristics

- Restricted mobility
- Communications needs
- Resource limitations
- Low basic skills
- Low financial capability

Personal circumstances

- Mental health problems e.g. depression / anxiety, bi-polar disorder
- Memory problems e.g. age, dementia
- Life events e.g. bereavement, illness
- Poor financial situation
- Niche requirements e.g. example, health conditions, legal status, etc.

ON SITE PROCEDURES

Understanding what is classed as a vulnerability and knowing how to alter engagement methods to accommodate these needs should be one of the core principles of the employee and by using the procedure below it can help to remind employees how to handle specific situations.

Vulnerable Customer Awareness:

Identify:

Listen – the first step in identifying if a person is vulnerable

Understand – there are many types of vulnerability, inc: illness (mental/physical), financial, bereavement, illiteracy, age or impairment (deaf/blind).

Signs – are there vulnerable indicators such as, confusion, lack of understanding, difficulty hearing, language barriers or indecisiveness.

Actions:

Patience – do not rush the customer and ensure you are speaking clearly and enunciating words.

Flexible – every person and situation will differ so do not merely stick to a script. Alter your manner and format to suit the customer.

Reiterate – always repeat your actions and any outcomes clearly and follow up in writing where possible. Ensure complete understanding and agreement before finalising anything.

Signed.....

Date...19/02/2016.....

Kaz A Morris

Managing Director