

# **Electric Vehicle Consumer Code for Home Chargepoints**

For suppliers and installers of electric vehicle chargepoints to domestic consumers.

## **Contents**

### **1. Scope and purpose**

- 1.1 The Electric Vehicle Consumer Code for Home Chargepoints
- 1.2 Eligibility requirements
- 1.3 The Electrical Vehicle Homecharge Scheme and OLEV authorisation

### **2. Following this Code**

### **3. General business standards**

- 3.1 Customer service
- 3.2 Record-keeping
- 3.3 Business insurance
- 3.4 Data privacy
- 3.5 Authorisation to provide finance
- 3.6 Health, safety and sustainable use of energy and resources

### **4. Pre-sale activities**

- 4.1 Advertising and sales promotion: legal, decent, honest and truthful
- 4.2 Electronic communications, direct mail, telemarketing
- 4.3 Visits to Consumers' homes
- 4.4 Sales visits
- 4.5 Pre-sale surveys: Site survey and MDA
- 4.6 Pre-contractual information: written quotation, checks, permissions and approvals, grants and incentives, repayments, information about this Code, the EVHS

### **5. Contracts**

- 5.1 The EVCC model contract
- 5.2 Sub-contracting requirements
- 5.3 Cancellation rights
- 5.4 Deposits
- 5.5 Timetable and any preparation the Consumer needs to do

### **6. Installation and completing the work**

- 6.1 DNO notification
- 6.2 Installation: Part P, IET Code, BS7671, wireless charger BS EN 61851
- 6.3 Post-install: testing and commissioning, information, DNO notification, grant application
- 6.4 Failure to complete the contract

## 7. After-sale activities

- 7.1 Enquiries
- 7.2 Guarantees: manufacturers' and extended guarantees
- 7.3 Workmanship guarantees, protecting workmanship guarantees
- 7.4 Maintenance and service agreements
- 7.5 Service and repair

## 8. In case of problems

- 8.1 Complaints Handling
- 8.2 EVCC Dispute Resolution Process
- 8.3 Independent Arbitration Services

## Attachments

- A. Definitions
- B. Details of Cancellation Periods required in relevant legislation for off-premises contracts
- C. Glossary
- D. Our responsibilities
- E. Links to resources for members

### **Please note:**

Capitalised words have the meanings set out in the Definitions section at Attachment A. Members of the Electric Vehicle Consumer Code for Home Chargepoints have given a legal undertaking to comply with this Code.

Please read the Disclaimer in Attachment D.

---

## 1. Scope and Purpose

The Electric Vehicle Consumer Code for Home Chargepoints, referred to as 'the Code,' applies to suppliers and installers of electric vehicle chargepoints (Chargepoints) for the home whether acting on their own account or as a sub-contractor. The Code has been designed to help suppliers and installers offer high standards so that Consumers can have the confidence to install a Chargepoint in their home.

Where the Code Member contracts, or is contracted by, a third party in relation to supplying and installing a Chargepoint, the Code Member may be held responsible for any non-compliance with the Code by the third party, including lead generators.

As Consumers will almost certainly not be experts in Chargepoint technologies it is essential that Code Members provide Consumers with the information they need to choose the most suitable Chargepoint for them and explain how to get the best from it. We have provided guidance for Consumers including a list of questions they should ask before going ahead.

Consumers have the right to expect that Goods supplied by Code Members will perform properly and be fit for their purpose and that Services will be performed with due skill and care, and that both Goods and Services meet the quality standards they would reasonably expect including the standards set out in this Code. If any of these standards have not been met Consumers can complain using the dispute resolution process set out in section 8.1, below.

The requirements set out in this Code are not intended to interpret, replace or restrict the law. None of the conditions of the Code will affect Consumers' rights under any existing laws. Code Members must comply with the laws intended to protect consumers and govern transactions and any other relevant legislation. (There is a summary list of these laws at [www.electric-vehicle.org.uk/installers/standards-library](http://www.electric-vehicle.org.uk/installers/standards-library).)

---

## 1.1 The Electric Vehicle Consumer Code for Home Chargepoints

The Code is open to all those businesses active in the Chargepoint sector that have contact with Consumers. As well as requiring compliance with all relevant legal provisions, the Code has been designed to dovetail with the Institute of Engineering and Technology Code of Practice for Electric Vehicle Charging Equipment Installation and the current Electric Vehicle Homecharge Scheme (see below, 1.3).

The Code is governed by specific Terms of Membership ('Membership Terms') which set out the basis of the relationship between the Code Administrator and Code Members. This Code relates to the contacts Code Members have with consumers. On joining Code Members undertake to abide by the Membership Terms and the Code. Compliance with the Code is monitored by the Code Administrator in line with the Membership Terms.

The Code Administrator is:

Renewable Energy Assurance Limited

Contact details:

- Tel: +44 (0)207 981 0850
- E-mail: [info@electric-vehicle.org.uk](mailto:info@electric-vehicle.org.uk)
- Website: [www.electric-vehicle.org.uk](http://www.electric-vehicle.org.uk)

The Code is set out in this document. It covers all the factors that contribute to overall consumer service, including:

- pre-sales activities, including advertising, websites, sales visits
- pre-sale surveys
- providing extra help for vulnerable consumers
- clear written information on Chargepoints
- where applicable, installation of OLEV approved Chargepoints by OLEV authorised installers
- any arrangements for installing and connecting the system

- details of the conditions of business that apply
  - the standard of any installation and other on-site work
  - guarantees and any maintenance and after-sales services needed
  - the action that will be taken to deal with any problems.
- 

## 1.2 Eligibility requirements

Code Members must:

- ensure that they and their sub-contractors have valid qualifications, including membership of the Electrician Associations e.g. NICEIC/NAPIT/ECA/Select
- declare they will comply with the Institute of Engineering and Technology Code of Practice for Electric Vehicle Charging Equipment Installation (the IET Code)
- have public liability insurance for both themselves and any sub-contractors they use in relation to Chargepoints
- have installers who have been trained to install Chargepoints, e.g. have achieved City & Guilds 2919-01 or 2919-02
- be approved by a Chargepoint manufacturer to install their products (each model)
- only install Chargepoints that are 'smart' and meet all appropriate standards (see Section 6 'Installation and completing the work' below)
- for installs where the Electric Vehicle Homecharge Scheme (EVHS) grant is to be claimed, only install Chargepoints that come with a manufacturer's warranty for parts and labour of a minimum of 3 years.

Evidence of authorisation by the Office for Low Emission Vehicles (OLEV) is sufficient to meet these requirements.

Code Members must also:

- comply with all applicable aspects of the Code when they are sub-contracted to install a Chargepoint by a non-member
  - be responsible for any non-compliance with the Code by any sub-contractor or third party they use in relation to Chargepoints, including lead or sales generators.
- 

## 1.3 The Electrical Vehicle Homecharge Scheme and OLEV authorisation

It is expected that most plug-in EV owners will carry out the largest proportion of their charging at home. The availability of accessible and affordable domestic charging options is therefore key to increasing the uptake of plug-in vehicles in the UK.

To help private plug-in EV owners offset some of the upfront cost of the purchase and installation of a dedicated domestic recharging unit, the UK Government is

running the Electric Vehicle Homecharge Scheme (EVHS) administered by OLEV, a cross-government team based in the Department for Transport.

The EVHS funds a portion of the cost of eligible installations (i.e. those that meet OLEV requirements), currently up to a maximum of £500. Either the Consumer or a third party (such as the EV manufacturer, energy company or Chargepoint manufacturer) will pay the remaining cost, net of grant.

The grant can only be claimed by installers who have been authorised by OLEV. Guidance on EVHS for installers can be found at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/772619/evhs-guidance-for-installers-v-2-3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/772619/evhs-guidance-for-installers-v-2-3.pdf)

Guidance on EVHS for consumers can be found at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/772404/evhs-guidance-for-customers-v-2.3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/772404/evhs-guidance-for-customers-v-2.3.pdf)

Any Code Member who enters into a Contract with a Consumer for the sale and installation of a Chargepoint, whose consumers wish to take advantage of the EVHS grant, must be authorised by OLEV for the Chargepoints they install.

There is an additional grant from the Energy Saving Trust (EST) in Scotland for installations in Scotland carried out by installers on the EST authorised installer list. Information on the grant can be found at [www.energysavingtrust.org.uk/scotland/grants-loans/domestic-charge-point-funding](http://www.energysavingtrust.org.uk/scotland/grants-loans/domestic-charge-point-funding)

---

## 2. Following this Code

Code Members will provide Consumers with proof of their Code Membership on request.

Code Members will make sure that they have access to the latest version of the Code. The latest version of the Code will always be the one on the Website.

The EVCC logo can be sent to you in different formats.

Code Members must:

- follow this Code
- inform Consumers they contract with about the Code
- provide them with full details of how they can access the Code
- take all reasonable steps to promote the benefits of the Code to Consumers
- not mislead them in any way as to their Code Membership, and
- only use the EVCC logo in relation to products covered by the Code and strictly in line with the Terms of Membership and the latest version of any Guidance on the use of the logo issued by the Code Administrator from time to time and published on its Website.
- If Code Members are entitled to use other logos, they must follow the conditions of use for these, so long as there is no conflict with the conditions

set out in this Code and in the Membership Terms, and must not use them without appropriate authorisation.

Code Members will be held responsible for all the actions of their Employees and of those who sell on their behalf. Code Members must make sure that all these people receive suitable training and that any contact they have with Consumers complies with this Code, relevant guidance and the law. This should cover the general standards described in section 3, and all the requirements of the Code, in particular those in sections 4, 5 and 6.

Members must ensure that any sub-contractor, third party, or person carrying out work on their behalf complies with this Code and the IET Code requirements and, where applicable, OLEV requirements. Code Members should carry out suitable checks on potential third parties prior to engaging with them.

---

### 3. General business standards

Code Members will not act in any way that might bring the Code into disrepute and will ensure that any individual or organisation they contract with does not act in any way that might bring the Code into disrepute.

Code Members must follow appropriate business practices and procedures to make sure they can meet their responsibilities to Consumers. This includes making sure the business has enough money and other resources to carry out any Contracts agreed with Consumers.

Code Members must:

- provide good customer service, and special care with vulnerable consumers
- keep records
- hold public liability and professional indemnity insurance
- protect customer data
- hold appropriate authorisation if they offer finance
- comply with health and safety and environmental protection requirements.

---

#### 3.1 Customer service

Code Members will deal with Consumers politely and quickly, and take steps to make sure that important information is passed to them clearly.

In the case of vulnerable consumers or consumers in vulnerable circumstances, Code Members should provide extra care and support to ensure that Consumers understand the key documents, including the quotation, the Contract and the guarantee arrangements. This may, for example, mean involving a trusted friend or relative in any contacts they have with the Consumer, and arranging for such a person to be present during a visit to the Consumer's home.

Code Members will seek to maximise accessibility of Chargepoint equipment to the Consumer wherever possible and safe to do so. Code Members will not engage in high pressure selling techniques and will ensure that any individual or third party organisation they contract with does not engage in high pressure selling techniques (see Section 4.3 below).

Code Members must make Consumers aware of any responsibilities they will have as a result of the transaction in question. This includes any requirements on Consumers to gain approvals or permissions, to provide information and to operate and maintain any Goods provided.

All written information must be in plain English.

When made aware of a complaint, Code Members will act to resolve the complaint as speedily and effectively as possible.

---

### **3.2 Record-keeping**

Code Members must retain all records, whether electronic or paper-based, relating to a Contract they have signed with a Consumer, including cancelled contracts, for a minimum of six years.

---

### **3.3 Business insurance**

Code Members must hold:

- Public liability insurance (PLI) for a minimum of £2m, and
- Professional Indemnity Insurance (PII) for a minimum of £250,000.

This cover must reflect the Code Member's business model and must be adequate to cover all potential liabilities to Consumers or third-party damage which may be caused by any of their activities in supplying Chargepoints to Consumers.

Code Members must make easily accessible to Consumers clear and accurate information about the insurance cover they have in place including the extent of the cover, the contact details of the provider and any limits to its territorial coverage.

---

### **3.4 Data privacy**

Code Members must comply with their legal obligations in the collection and processing of the personal data of Consumers, in line with the Guidance for EVCC Members on the General Data Protection Regulations (GDPR). Code Members must inform Consumers that information about them may in certain circumstances be passed to the Code Administrator and its auditors as part of the Code administrator's

monitoring of their compliance with the Code, and that the Code Administrator may contact them directly.

---

### **3.5 Authorisation to provide finance**

If finance, in the form of a consumer credit agreement, is part of a Code Member's offer to a Consumer, then the Code Member must ensure they are authorised to do so and that they conform to all relevant Acts and Regulations that relate to the provision of finance.

If Code Members recommend specific finance arrangements to Consumers, it is their responsibility to ascertain the appropriate Financial Conduct Authority authorisation required. More information is available at [www.fca.org.uk/firms/consumer-credit](http://www.fca.org.uk/firms/consumer-credit).

---

### **3.6 Health, safety and sustainable use of energy and resources**

Code Members must comply with relevant regulations governing:

- health and safety at work
- the carriage, storage and disposal of waste, where relevant,
- the protection of endangered species.

Code Members should work in a way that minimises harm to the environment or to the communities in which they work. Larger companies should consider being accredited to a recognised standard for environmental management and reporting.

---

## **4. Pre-sale activities**

Where Code Members, or those acting on their behalf, are selling Chargepoints they must act with integrity in all their selling activities, including advertising and marketing and telemarketing, when visiting a Consumer's home and particularly during sales visits. Code Members must not mislead Consumers in any way.

Code Members, where they are acting as sub-contractors must have a formal sub-contract in place which clarifies the responsibilities of the parties to the sub-contract. Where the sub-contract places responsibility on the Code Member for the whole of the customer journey in relation to the Chargepoint, the Code Member must act in line with this Code's provisions throughout that journey. Where the sub-contract makes the Code Member only responsible for the installation itself, it is good practice for the Code Member to seek to ensure that, as far as can reasonably be ascertained, suitable pre-sale checks to assess the suitability of installing a Chargepoint have been done and that consumers have been provided with accurate pre-sale information to assist them in deciding whether to install a Chargepoint.



---

## 4.1 Advertising and sales promotion: legal, decent, honest and truthful

Code Members must make sure that:

- any advertising materials they produce, use or refer to are legal, decent, honest and truthful. This includes material on websites and social media
- any verbal statements, advertising and sales promotion materials do not mislead Consumers in any way and that they do not lead Consumers into taking decisions they otherwise would not have done
- all performance claims, testimonials and claims about time savings or financial benefits from Chargepoints and/ or Related Products are clearly attributed to a reputable source
- they comply with all the relevant legislation including the UK Code of Broadcast Advertising (BCAP Code), the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and the Consumer Protection from Unfair Trading Regulations 2008 ('the CPRs'). For further details, see the list of relevant Acts and Regulations at [www.electric-vehicle.org.uk/installers/standards-library](http://www.electric-vehicle.org.uk/installers/standards-library).
- any comparisons with other products or companies in their advertising materials are not deceptive, and are in line with the comparative advertising rules in the Consumer Protection from Unfair Trading Regulations 2008 ('the CPRs')
- they do not use the EVCC logo in any advertising materials in order to mislead Consumers in any way.

Wherever possible, advertising materials should refer to or use this Code to tell Consumers about the Code and about any guidance the Code Administrator has provided and provide them with copies of the Code when asked.

---

## 4.2 Electronic communications, direct mail, telemarketing

Code Members who send marketing or advertising messages by any **electronic means**, such as by telephone, fax, email, text and picture or video message, or by using an automated calling system, must comply with the Privacy and Electronic Communications (EC Directive) Regulations<sup>1</sup>.

Where Code Members promote their services by **direct mail or telephone**, they must:

- check names against the Mailing Preference Service (MPS) or Telephone Preference Service (TPS) databases for any exclusions - Code Members must not under any circumstances contact Consumers who are registered on these databases
- ensure any lists of names for promotional purposes will be kept in line with data protection laws.

[1] These regulations also cover the use of telephone directories, cookies, traffic data, location data and security breaches.

Code Members whose representatives contact Consumers **by telephone** must ensure that their representatives comply with best practice at all times, as set out in TPS Assured's guidance on outbound telemarketing best practice at <https://dma.org.uk/tps-assured-telemarketing-certification-of-tps-compliance>

They must:

- provide Consumers with clear and accurate identification at the start of every call; not falsely claim to represent the Government or other authority
- use scripts which are compliant with the Code and the law and keep records of any scripts used for 6 years
- not cause Consumers annoyance by contacting them repeatedly
- terminate the contact immediately if the Consumer asks them to do so.

---

### 4.3 Visits to Consumers' homes

Code Members, their Employees and those who sell on their behalf must act with integrity at all times.

Code Members will be held responsible for all the actions of their Employees and of those who sell on their behalf, as set out at Section 2 above.

Anyone who is visiting a Consumer's home on a Code Member's behalf **MUST**:

- show clear identification; job titles or descriptions used by sales Employees, representatives and any-one acting on a Code Member's behalf should not be misleading in terms of the holder's qualifications and experience
- answer Consumers' questions honestly and clearly
- check whether a Consumer is vulnerable in any way and adapt key information accordingly, and suggest that the Consumer reads it with a trusted friend or relative.
- present price information clearly. Any discounts offered (e.g. where the installation of the Chargepoint is offered at a discount if taken at the same time as other installs/work) must be explained and must be from a realistic genuine price e.g. one at which the Code Member can show that they have made a significant number of installs of Chargepoints
- respect Consumers' right to privacy and bring any contact to an end immediately if requested to do so.

Anyone who is visiting a Consumer's home on a Code Member's behalf **MUST NOT**:

- give false or misleading information about their business or the product, services or facilities being offered
- make any statement that is likely to mislead a Consumer in any way. In line with the Consumer Rights Act 2015 any statements or information which the Consumer relies on in making a buying decision are now considered an

implied term of the Contract. If such statements or information are false or misleading in any way they are likely to be considered as a breach of contract.

---

#### 4.4 Sales visits

In addition to the requirements in 4.3 above, where the purpose of the visit to the consumer's home is to make a sale (rather than, for example, a visit to carry out a site survey or an installation), the Code Member MUST NOT:

- use any selling techniques designed to pressurise a Consumer into making an immediate decision. These high pressure selling techniques (see 'Prohibited pressure selling techniques' below) may be prohibited by law as well as contravening this Code
- stay in a Consumer's premises for more than two hours (except in exceptional circumstances which must be recorded). Code Members, their Employees and those who sell on their behalf should keep a record of the length of time they spend in a Consumer's home for all sales visits. Reasons for any visit exceeding two hours must be recorded, but simply recording the reasons will not of itself be a justification for spending more than two hours in the Consumer's home
- follow up sales visits by further visits or telephone calls offering further discounted prices or other information intended to pressurise a Consumer into signing a Contract.

Code Members MUST:

- where the Consumer is to be asked to sign a contract at the visit, ensure that the Consumer has seen and had time to absorb the written information required by this Code (see below Section 4.5) prior to signing the contract and that the Consumer's cancellation rights have been explained (see below Section 5.3)
- keep a record of the information they provided to a Consumer during a sales visit, or on which they rely in any verbal or written statements they make, however that information was conveyed (e.g. printed form, presentations on a laptop, scripts) for six years after the Chargepoint has been installed.
- be able to justify any performance claims, calculations of financial benefits and recommendations on options shown or given to a Consumer and make such material readily available for inspection by the Code Administrator if asked.

**Prohibited pressure selling techniques** include, but are not limited to:

- staying more than two hours at the Consumer's home to keep trying to close a sale
- offering a Consumer an artificially inflated initial price followed by a discount, or equivalent (e.g. 'free' additional equipment or services) for:
  - signing on the day
  - agreeing to provide testimonials

- providing customer referrals
- claiming untruthfully that there is limited availability of a discount or of the proposed Chargepoint or of any grant or other incentive in order to pressure for a quick signature.

---

#### 4.5 Pre-sale surveys

Before a consumer signs a contract for a sale or installation of a Chargepoint in their home, a Code Member must carry out a site survey and an assessment of the Consumer's property and the adequacy of the electricity supply in relation to installing a Chargepoint.

These assessments must consist of:

- **a site survey** to establish if there is a suitable location for a Chargepoint at a domestic property (this may be done remotely). A suitable location is such that the distance between the Chargepoint and charge connection point on the vehicle (the vehicle inlet) is at a minimum. Code Members will not install where cables would have to run across pavements or otherwise constitute a trip hazard or require the use of extension leads
- For installs where the intention is to claim the OLEV grant, Code Members may only install Chargepoints where there is private off-street parking such as a garage, driveway or carport with good access to the EV
- **an assessment of the adequacy of the electricity supply in relation to installing a Chargepoint.** The 'Maximum Demand' or MD must be calculated to assess whether a property's MD is greater than the known supply capacity. This assessment must be done both to comply with the IET Code but also to identify if additional work may be necessary to install a Chargepoint at the site, work which must be priced and included in any written proposal.

Code Members should not normally carry out a supply adequacy assessment linked to a potential sale to a consumer if the Member has established that a property is clearly unsuitable from preliminary conversations. If a Consumer insists on such an assessment being carried out at a property that has been established as unsuitable (or, where applicable, would be ineligible for the EVHS grant), the Code Member should make the unsuitability/ineligibility clear prior to undertaking the assessment.

Where the supply adequacy assessment indicates that there is an issue with the supply, the Code Member must make clear to the Consumer:

- what action will be necessary to address any inadequacies (which may include upgrading the incoming supply)
- the potential costs and benefits of such actions, or point the consumer towards objective information on them, so that the consumer can choose whether or not to go ahead.

## 4.6 Pre-contractual information

BEFORE ANY CONTRACT IS SIGNED WITH A CONSUMER, Code Members, their Employees and those who sell on their behalf, as appropriate, must give Consumers in writing the technical and other information set out in the IET Code and below, and ensure the consumers have time to absorb that information.

The information must be presented in a format that is readily understandable by non-expert readers.

Prior to signing a contract, Code Members must ensure consumers have received:

- a written detailed EVCC quotation using the EVCC template to include information on where the Chargepoint will be installed, any Related Products which are to be installed, any alterations to the property or services that will be needed, the operation of the Chargepoint, indications as to how long it could take to charge the consumer's EV, monitoring and programming options, any requirement for regular servicing, inspection and/or testing
- an explanation of any disruption to facilities or services which may happen during the installation work, and any work that may be needed to put things right
- information about reliable sources where the Consumer can check any claims for financial benefits, if any are made e.g. where the sale of the Chargepoint is linked to income from flexibility arrangements, information about any support schemes relevant to Chargepoints, including the EVHS
- information about this Code
- contact details for the Code Member and any other relevant parties (such as manufacturers or energy suppliers), including for after-sales queries.

Where a Consumer signs a contract during a sales visit from the Code Member, or a third party acting on the Code Member's behalf, the Code Member or third party must be able to evidence that the Consumer has seen and had time to absorb the written information about the sale and install described here prior to signing the contract.

Code Members must keep a record of the information provided to a Consumer - including verbally and through presentations on a device or in any other format - for six years after the Chargepoint has been installed. Where applicable, these must be kept in line with data protection provisions.

---

### 4.6.1 Written quotation

Before the sale is agreed and the Contract for supply and install is signed, Code Members, their Employees and those who sell on their behalf MUST provide a Consumer with a written detailed EVCC quotation using the EVCC template. The Code Member should also provide the Consumer with a copy of the Code Administrator's Guidance on EV Home Chargepoints.

Where a Code Member is sub-contracted by another Code Member to carry out the install only, it is good practice for them to check that the consumer has received the EVCC quotation from the primary contracting Code Member. In other sub-contracting arrangements, the Code Member should seek to ascertain that the consumer has been sufficiently informed of pertinent matters.

Code Members, their Employees and those who sell on their behalf must ensure that, if provided, any estimate of the likely benefits of the Chargepoint, are based on Consumers' actual EV use (where this is already available) and other patterns of energy use. Any assumptions that have been made (for example, about future energy prices etc) must be set out, clearly explained and attributed to a reputable source.

Claims of financial benefits (e.g. income from Vehicle-to-Grid or savings from Vehicle-to-home), if they are made, must be given in writing and clearly separated from the Chargepoint element of the quotation. Code Members must point consumers to reliable sources where they can check any such claims.

The Code Member should also:

- provide the Consumer with a copy of the Code Administrator's guidance for Consumers on Demand-Side Response which can be seen at [www.recc.org.uk/pdf/demand-side-response-guide.pdf](http://www.recc.org.uk/pdf/demand-side-response-guide.pdf)
- advise Consumers to review their energy tariff once they start charging their EV at home.

The quotation must be signed by an authorised signatory of the Code Member.

---

#### 4.6.2 Permissions, approvals and notifications

Code Members must make Consumers aware accurately and in writing of all the permission and approvals that may be needed for the Chargepoint they offer, including planning permission<sup>2</sup>, building regulations and connection requirements before any Contract is agreed.

Code Members will:

- agree with Consumers who will take responsibility for getting all necessary approvals before any Contract is agreed and before either side enters into any financial commitment
- if the conditions of the approval will affect the supply of the unit, update and reissue the quotation as necessary once it has been obtained
- make sure that they follow the conditions of any approval during on-site work, and tell any sub-contractors about the conditions
- advise Consumers that they should tell any leaseholders, freeholders, mortgagors and insurers of the property about the planned work and of the need to obtain the relevant consent.

[2] In most cases planning permission is not needed for Chargepoints as they are 'permitted developments'. However, it is required at present if they are near a highway, in a listed building, over 1.6m in height for ground mounted or more than 0.2 cubic meters in volume for wall mounted or the property is in a protected area (e.g. National Park, National Scenic Area). Members should advise consumers to check with their local planning officer.

---

### **4.6.3 Post-quotation and pre-install**

Members must carry out all checks required by the IET Code and relevant standards prior to installation, and complete the relevant checklists of Annex B of the IET Code (see Attachment E).

If the checks indicate that significantly more work will be required or the Chargepoint that can be installed differs from the quotation, Code Members must draw this fact to the Consumer's attention in writing.

Code Members must allow the Consumer either to agree to a Variation of Contract, signed by them and with a new Cancellation Period, or to cancel the Contract if it is no longer suitable for their needs e.g. if the electricity supply is not adequate without further work. If the consumer cancels, the Code Member must refund any deposit or advance payment in full.

When a Consumer receives the final invoice, there should be no unexpected items compared with the quotation, unless they have been agreed beforehand in a written variation of contract signed by the Consumer to include any impact on the cost and the completion date.

If the conditions of any approval will affect the supply of the unit, Code Members will update and reissue the quotation as necessary once that approval has been obtained. Code Members will make sure that they follow the conditions of any approval during on-site work, and tell any sub-contractors about the conditions.

---

### **4.6.4 Grants and incentives**

Code Members, their Employees and those who sell on their behalf must ensure that, if provided, any information on any grant for which the installation is eligible or on any other support scheme or incentives that they provide is given to Consumers in writing.

Where the successful award of a grant or incentive is essential to a Consumer's agreement to proceed with the installation of a Chargepoint, this should be specified as a condition in the Contract. Where no such grant or incentive is forthcoming, or where it is not available, for whatever reason, the Consumer cannot be held to the Contract. In such a case Code Members will refund in full any deposit and any advance payment taken.

Where applicable, the Code Member must be OLEV-authorized and on the EST Scotland installer list.

---

#### **4.6.5 Repayments**

Where a consumer credit agreement is part of a Code Member's offer to Consumers, the Code Member must make clear what the monthly repayments will be, as well as the full amount payable, including interest and comply with the provisions on contractual information in the Financial Conduct Authority's 'Consumer Credit Sourcebook' (also known as CONC, part of the FCA Handbook) found here [www.handbook.fca.org.uk/handbook/CONC/](http://www.handbook.fca.org.uk/handbook/CONC/).

Code Members must not mislead a Consumer in such a way as to persuade them to enter into a finance agreement which they would not have otherwise have done.

---

#### **4.6.6 Information about the Code**

Before a contract is signed, Code Members must provide Consumers with information describing this Code. The Code is available from the Code Administrator.

---

#### **4.6.7 The EV Homecharge Scheme**

The Code Member will assist a Consumer who wishes to benefit from the EV Homecharge Scheme (EVHS) grant (see Section 1.3 for details).

If the installation is eligible for, and the Consumer wishes to take advantage of, the EVHS grant, the Code Member will:

- provide the Consumer with the relevant form from the EVHS to complete and sign (currently Form V.2.3)
- complete the Installer section of the application form which must also be signed by the Consumer
- make the actual application for the grant to the DVLA, including all the required information (completed form and evidence of DNO notification).

In Scotland, EST provides a further grant on top of the EVHS. The Consumer must apply for this before commencing any installation. The Code Member will inform the Consumer where to find the relevant information about procedures and deadlines.

---

### **5. Contracts**

Code Members must not sign contracts in the home or accept a contract to install in the home unless a site survey and an assessment of the adequacy of the electricity supply has been carried out.

---



## 5.1 The EVCC model contract

Code Members must have a **written** contract with Consumers, using the EVCC model contract adapted for their business model. The model contract is available from the Code Administrator.

The Contract should not be in the name of more than one business, and this business must be a Code Member.

---

## 5.2 Sub-contracting requirements

A Code Member may subcontract another business to carry out the on-site installation work on its behalf so long as:

- the work is carried out in compliance with the IET Code and, where applicable, with OLEV requirements
  - there is a formal subcontract agreement between the parties
  - the Code Member that signs a Contract with a Consumer remains responsible at all times for fulfilling that Contract.
- 

## 5.3 Cancellation rights

Code Members **MUST**

- provide the Consumer with WRITTEN notice that they can cancel the Contract without penalty in the 'Cancellation Period' for specified circumstances (see 5.3.1 below)
  - refund any money already paid if the consumer exercises their right to cancel
  - set out clearly in the Contract the conditions and costs that will apply if a Consumer wants to cancel after the Cancellation Period (see 5.3.2 below)
  - keep records of cancellations, together with reasons given for cancellation.
- 

### 5.3.1 Cancellation Period

Code Members must give Consumers who have signed a contract a period of time (a 'Cancellation Period') in which to change their minds and cancel the contract at no cost. If any deposit has been paid prior to such a cancellation, it must be returned to the Consumer within 14 days if the Contract is cancelled in the Cancellation Period.

A Consumer's cancellation rights vary depending on whether the contract is considered to have been agreed on or away from trade premises or entirely at a distance.

Code Members must identify if their business model involves contracts made on or away from trade premises/by distance. The Code Administrator has provided guidance for Code Members on the Website. The Code Member must then use the appropriate version of the EVCC model contract, cancellation notice and cancellation form, available from the Code Administrator.

For contracts considered to have been agreed **on trade premises**, Code Members must give Consumers a 14-day Cancellation Period from the day that the contract was signed.

For contracts considered to have been agreed '**away from trade premises**' (such as in the Consumer's home, also known as 'off-premises' contracts), or entirely 'by distance' (e.g. online), by law<sup>3</sup>, the Consumer has the right to cancel from the time that the contract is signed until 14 days after the delivery of the last of the goods (see Attachment B), unless there is an exemption in which case the above Cancellation Period applies. Code Members who fail to give a Consumer written notice that they can cancel an off-premises contract may not be able to enforce the contract and may be committing a criminal offence. The Cancellation Period may be extended up to 12 months or until the Code Member has complied with its obligation to give the Consumer written notice that they can cancel the Contract.

A Consumer can opt to have work begin sooner than the end of this Cancellation Period if they wish, but the Code Member must get their express permission **in writing** to do so, by completing and signing the EVCC template Express Permission form, available from the Code Administrator. If Consumers give such express permission at the same time as signing the contract, Code Members will not begin installs sooner than 7 days from signing.

---

### 5.3.2 Consumers cancelling after the Cancellation Period

Code Members must set out clearly in the Contract the conditions and costs that will apply if a Consumer wants to cancel **after** the Cancellation Period. Code Members will only be entitled to retain the Consumer's funds in respect of specific costs they have reasonably incurred. Such costs will not include any sales, marketing or other costs incurred before the Contract was signed. Conditions must comply with the Consumer Rights Act 2015 and the relevant section of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

---

### 5.4 Deposits

Code Members will:

- set out clearly in the Contract the amount and timing of all payments required.
- only take a deposit if the Consumer can pay it on a credit card, or if the Code Member has arrangements in place (such as deposit insurance) so that

[3] Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- should the Member become insolvent or cease to trade, the deposit can be returned or the contract completed by another installer
- if they take a deposit, take no more than 15 per cent of the overall cost of the installation of a Chargepoint.

Code Members will repay a Consumer's deposit within 14 days if the Contract is cancelled in the Cancellation Period.

Code Members must inform the Code Administrator and Consumers accurately about the arrangements they have in place to comply with this section of the Code.

---

### **5.5 Timetable and any preparation Consumers needs to do**

Code Members will agree with Consumers and then include as part of the Contract the timetable for carrying out the work. This timetable must be convenient for and agreed by the Consumer and take into account any 'critical completion deadlines'.

By law, the consumer has the right to have the installation carried out within a reasonable timeframe, whether or not a date has been specified. If it is not the Code Member must offer the Consumer a price reduction.

For EVHS grants, OLEV requires that installations must not take place more than 4 months ahead of the delivery date or date the Consumer becomes the registered keeper of the EV which the Chargepoint will serve.

If Code Members make a significant change to the agreed timetable set out in the Contract, the Consumer will be entitled to cancel the Contract and receive a full refund of any deposit or advance payment. This is in line with the Consumer Rights Act 2015. Code Members should make Consumers aware of their rights under this legislation. (This does not apply to changes that result from events beyond the Code Member's control.) To continue with the work, the Code Member will issue the Consumer with a new Contract, including a new Cancellation Period.

Code Members must tell Consumers about any other changes to the agreed timetable as soon as possible before the work starts. In this case, the Code Member must give the Consumer the opportunity to agree a new start date. In the case of a major delay, or a delay which would take the completion date beyond a 'critical completion deadline', the Code Member may offer the consumer the option of having different, but equivalent, products. Where the intention is to apply for the EVHS grant, the alternative products must be OLEV-approved and the Member must be approved by the manufacturer to install them. The Consumer has the right to cancel if the alternative is not acceptable.

If a delay is the responsibility of the Consumer, for example if they have not got the permission they need in time, the Code Member will use their best endeavours to arrange a new start date that is convenient to both of them.

## 6. Installation and completing the work

The Code Member must:

- notify the relevant DNO of each installation either pre- or post-install (see 6.1.1) (see Attachment E)
  - install in line with all the requirements of the IET Code
  - check the system fully and test it in line with the IET Code and provide a commissioning record and any other required certificates
  - provide information to the consumer
  - apply for the EVHS grant if the Consumer wishes it to be claimed.
- 

### 6.1 DNO notification

The Code Member will notify the DNO of the installation in the appropriate way and in the required timeframe, in accordance with the IET Code and BS7671. Where the Maximum Demand assessment shows the Chargepoint will lead to exceeding 13.8kVA, or there is an issue around the adequacy or safety of the existing service equipment, the installer must contact the Distribution Network Operator prior to installation to establish the supply capacity/apply to the DNO (ENA processes).

Where the Maximum Demand assessment shows the Chargepoint will not lead to exceeding 13.8kVA, the DNO does not have to be notified prior to installation but must be notified within one calendar month of the install (see 6.3.3 below).

The Code Member will provide evidence of the DNO notification in writing to the Consumer.

The Code Member will keep records of the DNO notification.

---

### 6.2 Installation

Code Members must make sure that the installation, if carried out by themselves or on their behalf, is in line with the relevant standards and good practice.

The final installation must be in accordance with:

- Part P of the Building Regulations (Electrical Safety – Dwellings) or Building Standards System in Scotland
- the IET Code
- the latest edition of the Wiring Regulations (BS7671).

In particular, the Code Member must:

- provide a separate dedicated final electrical circuit for the EV charging equipment protected by a suitable RCD, as required by the IET Code Install standard.

Wireless charging equipment must be installed in accordance with BS EN 61851.

Where the intention is to claim the EVHS grant, the Code Member must:

- only install where the Consumer has off-street parking associated to the property where the EV will charge (e.g. garage, driveway, carport).
- 

### **6.3 Post-install: testing and commissioning, information, notifications, grant application**

The Code Member will provide the Consumer with an invoice for payments received. All the documents provided must be provided promptly after installation within a maximum of 10 days, must be provided in writing either in hard copy or as scanned documents, in plain English and, in the case of vulnerable Consumers, the information provided should be appropriate to any particular needs they may have.

---

#### **6.3.1 Testing and commissioning, certificates**

When the work has been completed, Code Members must check the system fully and test it in line with the IET Code.

Code Members must record any test results on a commissioning record, signed by an Authorised Signatory, to confirm the work is satisfactory and must give Consumers a copy of this commissioning record.

The Code Member must complete an Electrical Installation Certificate and schedules of inspection and testing and provide a copy to the Consumer.

The Code Member will provide the Consumer with any other relevant conformity and other certificates.

---

#### **6.3.2 Information**

The Code Member will provide the Consumer with:

- a demonstration of the correct operation of the charging equipment, including where the EV is to operate as storage, as detailed in the IET Code full operating instructions (and maintenance requirements if any). This must include, where applicable, an explanation of any default charging setting and how this can be altered
  - evidence of the DNO notification in writing
  - details of all the guarantees in place.
-

### **6.3.3 Grant application**

The Code Member will apply for the EVHS grant if the Consumer wishes to take advantage of it.

The Code Member will advise the Consumer in Scotland of the EST grant that they may be eligible for and that the consumer has to apply for it.

---

### **6.4 Failure to complete the contract**

In cases where a Code Member has not completed their Contract with a Consumer, for example because the Code Member has become insolvent or ceased to trade (see Attachment C for Glossary), the Consumer who has paid on a credit card should be able to make a claim against the credit card provider.

Where Code Members contract with Consumers to undertake work that is not paid for by credit card, they must provide the Consumer with an insurance policy in line with Section 7.3 below.

---

## **7. After-sale activities**

Code Members must provide:

- Contact details for after-sale queries
  - manufacturers guarantees (these must be for at least three years for parts and labour, where the OLEV grant is to be claimed)
  - clarity about any paid-for extended guarantees
  - a workmanship guarantee for a minimum of three years
  - details of any regular servicing or maintenance requirements
- 

### **7.1 Enquiries**

Code Members must provide Consumers with a telephone number (s) they may call (or if applicable the address of a local office or showroom they may visit) should they have any queries after the Contract has been completed. Code Members must ensure that any enquiry is dealt with in an efficient and friendly way, preferably by someone specifically appointed for such a task, for example, a customer account or customer services manager.

---

## 7.2 Guarantees

### 7.2.1 Manufacturers' guarantees

Code Members must make sure manufacturers have provisions in place that provide Consumers at no extra cost, with a guarantee against manufacturing faults in any Goods supplied. This guarantee is in addition to the rights consumers have by law that Goods supplied by Code Members should be of a satisfactory quality, including in their appearance and finish; fit for any purpose for which such Goods are commonly used, and free from minor defects. Manufacturers' guarantees must not limit Consumers' legal rights under the Consumer Rights Act 2015 or other relevant legislation.

OLEV-approved Chargepoint manufacturers' guarantees should be in line with any conditions set out in the OLEV Guidance i.e. at the time of writing, must be for at least 3 years and cover parts and labour.

The Code member must:

- explain clearly and in plain English, both in writing and verbally, the terms of the guarantee being offered, which must be fair, as well as its period of validity
- ensure Consumers understand any exclusions under the guarantee, for example if the product is not maintained to a certain standard.

Where the manufacturer is based outside the EU Code Members must provide the Consumer with the details of the importer or distributor of the Goods who will assume the responsibilities of the manufacturer in the event of a fault.

---

### 7.2.2 Extended guarantees

If Code Members offer a Consumer any extended guarantees or additional warranties, Code Members must tell the Consumer that these are optional, and set out clearly who is offering it, what the extra costs are, and the main benefits.

---

## 7.3 Workmanship guarantees

Code Members will also make sure that Consumers are provided with, at no extra cost, a guarantee against any faults that might arise as a result of the installation process and workmanship applied.

Workmanship guarantees must be valid for a minimum of three years.

If a Chargepoint is left behind when the original Consumer moves home, the workmanship guarantee should remain with the Chargepoint.

Code Members must also inform the Consumer accurately about the remedies available to them in line with the Consumer Rights Act 2015 in the event of a fault arising (read more on this via the Standards Library page). Code Members must ensure arrangements are in place such that, in the event that they should become insolvent or cease to trade<sup>4</sup> during the term of the Installer's guarantee, the Consumer will have redress should problems arise. This may be via:

- the manufacturer's guarantee if that covers parts AND labour
- provisions of the Code Member's Electricians Association for not-compliant workmanship
- the credit or credit card provider's obligations where payment was made on credit or by credit card
- cover forming part of the Code Member's Professional Indemnity Insurance
- workmanship warranty insurance to cover any risks not covered by the preceding provisions (see also section 6.4 above).

Code Members must inform the Code Administrator and Consumers accurately about the arrangements they have in place to comply with this section of the Code.

---

#### **7.4 Maintenance and service agreements**

Code Members may offer ongoing maintenance and service agreements to a Consumer, provided that:

- the conditions of any agreement are clearly set out in line with the relevant parts of this Code
  - contract costs are reasonable in relation to the cost of the original installation contract
  - the contract includes details of the cancellation procedure
  - Where ownership of the property changes, and the Chargepoint remains with the property, the new owner can opt to continue with the servicing arrangements.
- 

#### **7.5 Service and repair**

This section applies to work carried out to existing Chargepoints, whether under guarantee or otherwise.

Where servicing or repair work is chargeable, before any work is carried out Code Members must:

- agree charges and conditions with Consumers
- set out the work and charges in a written quote. This quote should specify the extent of the work they will carry out, the nature of the fault they are seeking to repair and any limits to their responsibility.

[4] See Glossary in Attachment C for definitions.



Code Members will only charge Consumers a reasonable amount for remedies or repairs they carry out.

If repair work is being carried out by someone other than the original Code Member, this business should provide a separate guarantee for the repair work.

---

## **8. In case of problems**

### **8.1 Complaint-handling**

1. the Consumer must inform the Code Member he or she agreed the Contract in writing with about any dispute they have as soon as possible after they have first noticed the problem
  2. the Code Member will consider the details of the dispute and report the findings clearly to the Consumer within ten working days of being notified about the dispute
  3. if appropriate, the Code Member will arrange to inspect the Consumer's system, within seven days of being notified about the dispute, and wherever possible within 24 hours
  4. the Code Member will try to find an agreed course of action to resolve the dispute speedily and effectively to the Consumer's satisfaction
  5. If the Consumer is not satisfied with the remedy offered by the Code Member, the Consumer may have access to the Code Administrator's Dispute Resolution Process. The Code Member should direct the Consumer to request a hard copy of the Dispute Resolution form from the Code Administrator.
- 

### **8.2 EVCC Dispute Resolution Process**

1. the Code Administrator will check that the Consumer has already given the Code Member at least 10 days to resolve the dispute
2. if satisfied the Code Administrator will register and acknowledge the dispute within three working days of receiving it, and will also notify the Code Member of the dispute; Code Members will not take action through the courts against Consumers without first trying to solve the dispute in line with the process set out in this section
3. if the dispute has not been resolved using the process set out above the Code Administrator will assign the dispute to one of its case workers who will mediate between the Consumer and the Code Member, taking the facts of the matter into account and using their best endeavours to achieve a resolution that is fair and acceptable to both parties
4. in the event that the dispute cannot be resolved with the assistance of the Code Administrator's case worker, the Consumer may request to use the independent Arbitration service set out in section 8.3 below
5. if the Code Administrator is notified by a Consumer about a dispute that includes aspects of the installation covered by the OLEV authorisation and/or

by electrician certification, the Code Administrator will seek to liaise with OLEV and/or the relevant Electrician Association as appropriate, having first obtained the Consumer's permission to do so.

Consumers may give their permission for friend or relative to help deal with a dispute. In this case, Code Members must co-operate fully with this person. The Dispute Resolution Process is intended to be accessible and low cost, and should not require either party to rely on legal representation. The Code Administrator will not communicate directly with either party's legal representative.

The Code Administrator will seek the Consumer's consent for their details to be shared with the relevant Electrician Association, OLEV, the relevant trading standards department or another specified body if appropriate.

---

### **8.3 Independent Arbitration Service**

The Code offers an independent Arbitration service that can be used in the unlikely event of a dispute not being resolved amicably between a Consumer and a Code Member using the process set out in section 8.2 above. In line with the Membership Terms, a Consumer has the right to ask for the dispute to be referred to the independent Arbitration service if the dispute has not been resolved within 56 days of the Consumer first having registered it with the Code Member or, alternatively, once the Code Administrator's case worker has completed the mediation process without resolving the dispute.

A Consumer is not required to refer a dispute to the independent Arbitration service, and may choose to deal with the matter in other ways, including by taking legal action. However, if a Consumer does refer a dispute to the independent Arbitration service, the Code Member must co-operate with the process.

An award made under the independent Arbitration service shall be final and binding on both the Consumer and the Code Member, and enforceable. The Consumer or Code Member may only challenge and/ or appeal it on certain limited grounds under the Arbitration Act 1996. The Consumer or Code Member would not normally be able to pursue the same dispute later through the courts.

For more on the independent Arbitration service contact the Code Administrator.

---

## **Attachments**

### **A Definitions**

This Code uses the following definitions.

#### **Advertisement**

Any form of representation including oral representations made in connection with a

trade or business in order to promote the supply or transfer of Goods and services. Such representations could include those made during or after the sale.

### **Arbitration**

The independent Arbitration procedure described in [section 8.2](#) which is a means of binding dispute resolution that is cheaper, faster and more effective than court action.

### **Authorised Signatory**

Nominated Employees who are trained in using the Code and authorised to sign on behalf of a Code Member any quote, commissioning record or other document.

### **Cancellation Period**

The length of time during which a Consumer may cancel a Contract they have agreed with a Code Member with no penalty.

### **Chargepoint**

A dedicated chargepoint owned and supplied directly with electricity by a single household for the purposes of charging an Electric Vehicle.

### **Code**

The Electric Vehicle Consumer Code for Home Chargepoints set out in this document.

### **Code Administrator**

Renewable Energy Assurance Limited (REAL), the organisation appointed to run the Code, including the Chief Executive and the employees of REAL appointed to work on the Code.

### **Code Member**

Any registered member of the Electric Vehicle Consumer Code for Home Chargepoints.

### **Consumer**

A domestic consumer who has signed a contract, or intends to sign a contract, for the purchase of a Chargepoint which is installed at or near private domestic premises occupied by them.

### **Contract**

An agreement between a Code Member and a Consumer for supplying and/ or installing a Chargepoint.

### **Electric Vehicle (EV)**

A car that uses an electric motor for propulsion powered, in whole or in part, by a battery that can be recharged from an external source of electricity by means of a Chargepoint.

### **Employee**

An individual who is in the paid employment of a Code Member as well as an individual it contracts with or who represents it or otherwise acts on its behalf.

**EVCC**

Electric Vehicle Consumer Code for Home Chargepoints, consisting of that which is set out in this document.

**EVHS**

The Electric Vehicle Homecharge Scheme as administered by OLEV.

**Goods**

Equipment or hardware forming part of a Chargepoint.

**Installer**

A business or person installing a Chargepoint at or near a Consumer's home.

**Installer OLEV authorisation**

Authorisation by OLEV that a business or individual is eligible to meet the requirements of the EVHS to fit, test and commission an OLEV-approved Chargepoint to the relevant standards and is approved by the manufacturer to install specified models.

**Logo**

The listed mark of the Code, set out in Attachment E.

**Membership Terms**

The Terms and Conditions of Code Membership.

**OLEV-approved Chargepoint**

A Chargepoint registered with OLEV as meeting the technical specifications of the EVHS.

**Related Products**

Any product supplied which will be connected or linked to the Chargepoint in any way, for example, a charging cable, remote controller, monitor etc.

**Website**

The Code internet site: [www.electric-vehicle.org.uk](http://www.electric-vehicle.org.uk) or such updated reference as may be notified to Code Members from time to time.

---

**B Details of Cancellation Periods required in relevant legislation for off-premises contracts**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and E-Commerce Regulations 2002:

- for goods purchased by telephone, mail order, fax, digital TV, the Internet, consumers have the unconditional right to cancel an order fourteen working days after receipt of the last item of goods.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- consumers who enter into a Contract made off -trade premises have a right to cancel the Contract within fourteen days of receipt of the last item of goods unless the consumer has given express consent to the contrary. Members who fail to give the consumer all the information set out in Schedule 2 (l) (m) & (n) as well as written notice that they can cancel the Contract as set out in Schedule 3 will be committing a criminal offence.

---

## C Glossary

The term become insolvent or 'ceased to trade' includes:

Where the Code Member suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

Where the Code Member commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

Where a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Code Member (being a company);

Where an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Code Member (being a company).

Where the holder of a qualifying floating charge over the assets of the Code Member (being a company) has become entitled to appoint or has appointed an administrative receiver;

Where a person becomes entitled to appoint a receiver over the assets of the Code Member or a receiver is appointed over the assets of the Code Member;

Where the Code Member (being an individual) becomes the subject of a bankruptcy petition or order; dies; or, by reason of illness or incapacity (whether mental or physical), becomes incapable of managing his own affairs or becomes a patient under any mental health legislation; and

Where a creditor or encumbrancer of the Code Member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Code Member's assets and such attachment or process is not discharged within 10 Days;

Where the Code Member suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

---

## D Our responsibilities

As the Code sponsor, The Association for Renewable Energy and Clean Technology (REA) has developed this Code to help Code Members achieve high standards and to give consumers peace of mind when purchasing Chargepoints.

We agree to monitor the Code.

We will also make sure that our members undertake to follow the Code. The Code Administrator will hold and/ or publish a list of all Code Members on the Website. We will not allow an organisation who has not been accepted as our member, but who has agreed to follow the Code, to become a Code Member. Neither we nor the Code Administrator are a party to any Contract covered by this Code. Other than providing the services described in the Code, we cannot accept responsibility for the performance of Code Members or non-members in meeting the conditions of a Contract. Except as explicitly set out in this Code and Membership Terms neither the Code Sponsor, or the Code Administrator shall have any other obligation, duty or liability whatsoever in contract, tort or otherwise. We shall not be liable to you in contract, tort or otherwise for any direct loss or loss of revenue, business, contracts, anticipated savings, profits or any indirect or consequential loss however arising.

We recommend that Consumers take great care in deciding which Chargepoint to purchase, and who will install it. (We have set out further guidance for Consumers on what to look for, available on the Website at [www.electric-vehicle.org.uk/consumers/grants-guidance-links](http://www.electric-vehicle.org.uk/consumers/grants-guidance-links)). The Code Administrator welcomes reports of good or bad experiences with purchasing and installing Chargepoint. Please provide feedback to [info@electric-vehicle.org.uk](mailto:info@electric-vehicle.org.uk).

If you have any concerns about this Code then please tell us by contacting us via [info@electric-vehicle.org.uk](mailto:info@electric-vehicle.org.uk).

---

## E Resources for members

### Supporting documents

EVCC has provided certain key documents for members. These documents are:

- IET Code Annex B checklist for dwelling installations and Risk Assessment form B1
- DNO notification Electric Vehicle and Heat Pump process
- OLEV flowchart of the processes an authorised installer must complete for installation and grant claim.

Model documents can be accessed by contacting the Code Administrator.

## Other relevant documents

A list of relevant documents (Acts and Regulations) is available [www.electric-vehicle.org.uk/installers/standards-library](http://www.electric-vehicle.org.uk/installers/standards-library). They will be updated from time to time.

More details on these Acts and Regulations can be obtained from Citizens Advice.

## Contact details and links to other organisations

Contact details and links for other organisations are available on the Website [www.electric-vehicle.org.uk/installers/grants-guidance-links](http://www.electric-vehicle.org.uk/installers/grants-guidance-links).

## Logo



## Document Version Control

Date of issue 04.02.2020

|                          |              |
|--------------------------|--------------|
| Author                   | S Bloomfield |
| Document number          | EVCC 007     |
| Version number           | 1.0          |
| Version date             | 04.02.2020   |
| Rationale for amendments | N/A          |

Copyright ©2019 Renewable Energy Assurance Ltd. Not for resale or distribution.