

Worcester Accredited Installer Scheme

# Terms and Conditions



## INTERPRETATION

In this Agreement the following words and phrases have the meanings given below:

**Agreement** means this Agreement together with the documents which are referred to herein;

**Code of Practice** may be updated or amended from time to time;

**Continuing Professional** means the requirements for continuing professional development of the Member which are prescribed by the Standards from time to time;

**Eligibility criteria** set out in section 1, this may be updated or amended from time to time,

**Fit and Proper** means that a person is fit and proper to be a Member in accordance with the Standards from time to time which shall include not having a relevant conviction and being competent to practise;

**Member's Activities** means the installation of the products;

**Membership** is the acceptance of an installation company as a WAI member onto the Scheme upon the terms and subject to the conditions set out in this Agreement;

**Relevant Conviction** means a conviction or caution in the relevant conviction period for:

- a serious arrestable offence;
- an offence against the person or property;
- an offence which involves elements of acts of dishonesty, corruption, substantial financial gain or serious loss to any person (including theft, fraud and deception) which resulted in a prison sentence; and
- any other offence which, taking into consideration the circumstances, including but not limited to its relevance to the role of a Member, its seriousness, any significant pattern of offending and how recently the offence has been committed, means that the Scheme does not consider that an individual who has been convicted or cautioned for such an offence is a fit and proper person to be a Member or, if different, a conviction or caution for such offences as are specified in the Standards from time to time;

**Relevant Conviction Period** means, in the case of a serious arrestable offence, any time and, in the case of the other offences listed in the definition of relevant conviction, the 5 year period prior to the date of an individual completing the application documentation or, if different, such periods as are specified in the standards from time to time;

**Relevant Qualification** means a qualification which satisfies the requirements of the industry

**WAI Member** shall mean any person or organisation whose application for membership of the Scheme has been accepted by the Scheme for so long as that person or organisation remains a member of the Scheme

**Terms & Conditions** means the terms & conditions set out, as the same may be updated or amended from time to time;

- The clause headings in this Agreement are for the convenience of the parties only and shall not limit or govern or otherwise affect its interpretation in any way.
- A reference to any statutory or legislative provision includes a reference to that provision as modified, replaced, amended and/or re-enacted from time to time and any subordinate legislation made under it.
- References to the masculine in this Agreement include the feminine, and the singular includes the plural and vice versa.

# 1. WORCESTER ACCREDITED INSTALLER SCHEME: Requirements - Rules & Guidelines

## 1.1. Eligibility Criteria

The following criteria are to be met throughout the membership, to be a member of the scheme:

- The following qualifications: ACOPS, ACS, Gas Safe Register/RGI (ROI) and/or OFTEC registration, or relevant qualifications deemed by the industry.
- A trading history prior to the date of commencement of Membership of at least 12 months
- Appropriate Public Liability Insurance throughout the term, taken out and maintained in full plus comprehensive insurance policies for professional indemnity, employer's liability (if applicable) and public liability in respect of the carrying out of Member's works.
- A code of conduct
- A health & safety policy
- A system of meeting benchmark standards
- A complaints procedure
- Signed and returned the "Service Level Pledge"
- Obtain a minimum of 50 points to be achieved in each year period this is determined by registration of products with Worcester, Bosch Group. Below, shows the amount of points per Worcester product. Please note that you must be accredited in each product type to be eligible for it to count towards the annual 50 points required.
  - Greenstar Gas Boilers = 1 point
  - Greenstar Oil Boilers = 2 points
  - Greenskies Solar System = 1 point
  - Greenstore GSHP Units = 2.5 points
  - Greensource AWSHP = 2.5points
  - Greensource AASHP = 1 point
  - Worcester GB162 = 1.5 points
  - Greenstore TC cylinders = 0.5 points
  - Greenstore SC cylinders = 0.5 points

Example: 26 Greenstar gas boilers plus 12 Greenstar oil boilers equals 50 points. WAI accreditation has been taken for both gas and oil installation courses.

- Be VAT registered.
- The member shall at all times during the period of membership comply with the rules, legal requirements and keep the Scheme informed of the member's activities upon request as the Scheme may require from time to time and attend such meetings and reviews as the Scheme reasonably requires.

## 1.2. STATUS and Authority of The Member

- WAI represents and warrants that each member is an independent contractor and should not declare themselves an employee, worker, agent or partner of the Scheme and the Member shall not hold himself out as such.
- All members are in competition with one another and there is no guarantee of any volume of work or of any level of income through the Scheme.
- Nothing in this Agreement shall preclude the Member from joining any other accreditation scheme provided that the Member shall notify the Scheme in writing of any application to join any other accreditation scheme and the outcome of such application.

## 1.3. Duties of The Scheme

The Scheme shall at all times in its dealings with the Member endeavour to act in a consistent, fair and open manner; comply with all applicable legal requirements (including in particular but without relating to human rights, discrimination and data protection); and give clear and justifiable reasons for any decisions taken by the Scheme which relate specifically to the Member (as opposed to decisions which affect all members of the Scheme).

#### **1.4. Advertising & Marketing**

- Members may only promote and advertise their services in a clear, honest and lawful manner. Any advertisement placed by a Member must comply with statutory and national standards to ensure that all advertisements are legal, honest and truthful and that they are clearly identifiable as an advertisement. Members must operate under fair and honest sales practices.
- Members must not engage in any commercial practices that are misleading or likely to mislead consumers; use physical force, harassment, coercion or undue influence; be party to charging fees that are discriminatory or excessive; exploit the trust vulnerability or lack of experience of consumers or encourage or condone unsafe or harmful practices.

#### **1.5. Continuing Eligibility and Disclosure of Information**

- All Members continue to be fit and proper throughout their duration within the Scheme and hold all relevant qualifications and continue to be competent to practice as an installer of boilers and/or renewable products.
- The Member shall immediately notify the Scheme upon any breach or potential or alleged breach of the terms of the guidelines and rules by the member.
- Without prejudice to the generality:
  - Any event or circumstance which means that the Member is or may become ineligible which shall include in particular but without limitation the Member having a relevant conviction or otherwise ceasing to be fit and proper; and
  - Any breach or potential or alleged breach of the Terms & Conditions, Rules or the Code of Practice.

#### **1.6. Suspension and Withdrawal Of/From Membership**

The Scheme shall be entitled to withdraw Membership at any time if:

- The Member commits a serious breach of contract of the rules which is capable of remedy and which the Member fails to rectify within a reasonable period or
- The Member commits a serious breach of contract of the rules which is not capable of remedy.
- The Member has the institution of bankruptcy proceedings against them; making any arrangement with or for the benefit of his creditors; and (if the Member is a director of a company) any disqualification of the Member to act as a director. If the Member's business became bankrupt through no fault of its own and is intending on setting up a new business, it will be dealt with on an individual basis. In the process of analysis, the member will lose all Worcester Accredited Installer benefits.
- If the member commits a serious arrestable offence.
- The member may withdraw from membership at any time by serving written notice to the Scheme.

With the withdrawal of/from Membership, the Member shall:

- Complete and register all installations which have been committed to be carried out, or make appropriate arrangements for such installations to be carried out by another Member to the satisfaction of the relevant customer.
- Withdrawal or termination from the Scheme will result in all the members' benefits from the Scheme being terminated immediately including loss of promotional support. All Worcester Accredited Installer branding and advertising is to be removed immediately.
- Any suspension or withdrawal of membership by or from any other Certification or Competent Persons Scheme of which the member is or was also a member;
- The Member is responsible for registering all installations, if membership target is not achieved we have the right to remove from or reallocate to another level of the scheme.

## **1.7. WAI Complaints Procedure**

Complaints from the consumer are required to be sent in writing to the Correspondence department at Bosch Thermotechnology Ltd, Cotswold Way, Warndon, Worcester WR4 9SW. Upon receiving the letter;

- A member of the Correspondence Team will acknowledge the letter and forward a copy to the WAI Team and the Technical Sales Manager for the region. Both the Correspondence Team and the Technical Sales Manager will investigate the matter.
- The WAI Member may be taken off "Find an Installer" and stop receiving sales leads whilst the situation is being investigated.
- If result of this investigation is in favour of the consumer, dependant on the severity of the case, the WAI company will if applicable;
  - Be asked to rectify the issue.
  - Be asked to complete additional training on the relevant products for the relevant staff within a 3 month time period. If this has proved satisfactory, sales leads will resume.
  - OR be removed from the scheme in full.
- The correspondence team will inform the consumer of the developments.
- If there are more than 3 justifiable complaints within a relative time period, there will be sound evidence to take the Member off the Scheme in full. This will be judged on an individual basis.
- All complaints will be logged against the Member for future reference if required.
- If the result of this investigation is in favour of the Member, sales leads will resume (if originally taken off).
- The decision taken by Bosch Thermotechnology Ltd will be final.

## **1.8. VAT**

Bosch Thermotechnology Ltd may be required to account for VAT on the items provided to the Member in exchange for points in the promotional support account. In which case, Bosch Thermotechnology Ltd will issue a tax certificate showing the VAT due to HMRC to the member which will entitle the Member to recover the VAT as input tax, subject to the normal rules. If the items are provided in exchange of points in the promotional support account, the points deducted from the account will be the VAT inclusive amount. Where the Member pays by credit or debit card for a supply by Bosch Thermotechnology Ltd, Bosch Thermotechnology Ltd will issue a full tax invoice for this amount.

## **2. WORCESTER ACCREDITED INSTALLER SCHEME: Code of Practice**

This Code of Conduct sets out the standards of professional conduct and practice expected of Members. This Code does not repeat obligations placed on Members by the general law, for example in the areas of discrimination and employment. Not every shortcoming on the part of a Member, or failure to comply with this Code, will necessarily give rise to disciplinary proceedings. However, a failure to follow any guidance associated with the Rules is a factor that will be considered should it be necessary to examine the activities of a Member. In such circumstances the Member may be asked to justify the steps it took and this may be taken into account. A Member should be guided as much by the spirit of the Rules as by the express terms.

### **2.1. Integrity**

A Member shall at all times act with integrity, honesty and trustworthiness. Avoid conflicts of interest and any actions or situations that are inconsistent with its professional obligations.

### **2.2. Competence**

A Member shall carry out its professional work with due skill, care and diligence and with proper regard for the technical standards expected of it.

### **2.3. Service**

A Member shall carry out its professional work with expedition and with proper regard for standards of service and customer care expected of it.

### **2.4. Training**

A Member shall have in place the necessary procedures to ensure that all of their staff is properly trained and competent to do their work including ongoing continual professional development.

### **2.5. Complaints Handling**

A Member shall acknowledge in writing all complaints and set out a likely timescale for resolving the complaint and include a point of contact for the customer. Complainants are also informed that should they wish to take their complaint further that they can contact the Correspondence team at Bosch Thermotechnology Ltd (See 1.7).

### **2.6. Professional indemnity insurance**

A Member shall ensure that all previous and current professional work is covered by adequate and appropriate professional indemnity insurance cover which meets standards approved by the Regulatory Board.

### **2.7. Advertising**

A Member shall promote its professional services only in a truthful and responsible manner.

### **2.8. Solvency**

A Member shall ensure that its finances are managed appropriately.

### **2.9. Information to the Scheme**

Members shall notify the Scheme in writing of any change to its business name, status, named contact, address, telephone, e-mail or fax number, qualifications held by Member or its employees, registration with regulatory bodies and email or web site address within 5 working days of such change. The Scheme will update its system, the Members web profile and sales lead generator within 5 working days of receipt of such notification. A Member shall submit in a timely manner such information about its activities, and in such form, as the Scheme may reasonably require.

### **2.10. Co-operation**

A Member shall co-operate fully with the Scheme staff and any person appointed by the Scheme to act on its behalf.

## **3. WORCESTER ACCREDITED INSTALLER SCHEME: WAI Benefits - Rules & Guidelines**

### **3.1. Registration of Guarantees**

Members must ensure that they submit all registration records and accurate installation information about the Products to the Scheme within 20 working days of completion of the installation. This can be done via the website <http://installer.worcester-bosch.co.uk/gold/extended-guarantees> where a record will show of all installations registered on the website.

- Provided that the registration records and information are free from error then the Scheme will send the customer a guarantee pack within 15 working days of receipt. In the case of errors in the information submitted, the Scheme will endeavour to resolve these within 5 working days and send the certificate of registration to the customer within 20 working days of receipt of the initial registration records and information. The parties accept that in times of exceptional volume of registrations, such as at the end of a promotion, these times may be extended.

### **3.2. Technical Bulletins**

- Members are requested to register for technical bulletins to keep up to date with the latest requirements, this can be done via <http://www.worcester-bosch.co.uk/installer/literature/technical-bulletins/subscribe-to-technical-bulletins>.

### **3.3. Web Profile Form**

- All Members are entitled to sales leads via our pre-technical sales line, and our “Find an installer” web pages. To receive sales leads the Member must complete the installer profile located on the “sales leads” page. Upon completion of the web profile form, it will be uploaded to the site within 5 working days.
- When completing the profile form installers must include the following;
  - Company information
  - At least 1 image or picture
  - E-mail address
  - Mobile or contact telephone number
- If additional training courses are taken on relevant accredited training courses, this information will automatically be updated on the members web profile within 20 working days of completion of the course.
- Failure to meet eligibility criteria as detailed in 1.1 may result in the web profile form becoming deactivated.
- Failure to provide a yearly update to the Scheme on details required as part of the eligibility criteria (1.1) may result in the web profile form becoming deactivated.

### **3.4. Sales Leads**

- All sales leads can be found on the website on the “my sales leads” page.
- Members must ensure that all sales leads are dealt with swiftly and efficiently. Contact is to be made with the consumer within 3 working days of receipt of an enquiry via the Scheme. If it is not possible to quote a customer due to overload of work, the member is asked to contact the end-user to advise them to refer to the “Find an installer” web page. It is of the utmost importance that the consumer continues to hold all accredited installers and the “Find an Installer” web page in high regard.
- All sales leads received by the Member must quote a Worcester product.
- The Scheme will monitor sales leads to ensure fairness. Members not responding to sales leads repeatedly will be dealt with on an individual basis and may be taken off the scheme dependant on the outcome.
- Sales leads are for the sole use of the WAI Member(s) that Worcester have issued them to, they are not to be passed/sold on to other installers or third parties.
- Worcester has the right to remove Members from the “Find an Installer” site.

### **3.5. Promotional Support**

- Promotional Support is accumulated through the registrations of extended guarantees, on the products the Member has become accredited in. The balance of your fund can be found on the WAI website at [www.worcester-bosch.co.uk/wai](http://www.worcester-bosch.co.uk/wai).
- The Promotional Support fund remains the property of Bosch Thermotechnology until claimed.
- In the event that the installer ceases trading any remaining balance remains the property of Bosch Thermotechnology Ltd.
- Should Bosch Thermotechnology Ltd cease trading the company will only be liable for claims already received.
- Balance reduction dates will be notified to WAI Members at least 2 months prior to the event. All funds must be reduced as requested by this date with no exceptions.

- The Promotional Support fund is expressed in points. Points can only be redeemed against products or services on the WAI website or the approved third party website. Where the prices for the products on the third party website are expressed in money terms, one point can be exchanged for one pound in value to purchase the products.

### **3.6. Claim backs**

- To claim back your promotional support and see details of the fund please refer to the “claim back your advertising costs” page.
- On receipt of all relevant documentation, payment will be paid directly by BACs into your bank account.
- The Member agrees to act as an agent on behalf of Bosch Thermotechnology Ltd in procuring the advertising services. Members should issue a VAT invoice to Bosch Thermotechnology Ltd for the cost of advertising. Bosch Thermotechnology Ltd supplies (an element of) the same services to the Member for no consideration (the services are redeemed using the promotional support fund).

### **3.7. Chargeable Items**

Including Overprinted WAI Literature and Point of Sale Material: of which examples can be found on the online shop. On request of the materials and order details completed, the chargeable item will be sent within 20 working days. There are charges for these items which can be found on the WAI website. The charge will be taken in one of two ways, either directly out of the Members promotional support fund, or payment can be paid with credit/debit card details. Members can only request literature for the accredited courses the company has completed, (for example WAI solar poster, if solar accredited).

### **3.8. Work Wear and Accessories**

- Work wear and accessories are available for order on the online shop, on request the majority of items can be embroidered with your company logo. On request of the materials and order details completed, the chargeable item will be sent within 28 working days. There are charges for these items which can be found on the WAI website. The charge will be taken directly out of the Members promotional support fund.
- Work wear and accessories ordered through the approved third party website ([www.worcester-bosch.co.uk/gold/shop/workwear-and-accessories](http://www.worcester-bosch.co.uk/gold/shop/workwear-and-accessories)), Bosch Thermotechnology Ltd will procure these items and supply them on to the Member as principle. Items may be delivered to the Member directly from a third party.
- Where the Member pays the third party directly using credit or debit card, the legal sale of the goods will be between the third party and the installer.

### **3.9. Advertisement images**

Adverts are available for use, of which examples can be found on the WAI website. On request of the advert and order details completed, the advert will be sent via e-mail or disc (dependant on file size) within 10 working days. This service is provided free of charge. Members can only request adverts for the accredited courses the company has completed.

### **3.10. Free of charge items**

Posters and stickers can be ordered free of charge through the online shop. On receipt of order the item(s) will be sent within 20 working days.



### **3.11. Demonstration vans**

If you wish to book one of our demonstration vans please contact your local Business Support Development Manager or Technical Sales Manager to arrange this, further details can be found at <https://installer.worcester-bosch.co.uk/gold/marketing-promotions/organise-an-event>.

### **3.12. Partner Incentives**

The Partners are part of the scheme and details can be found on the WAI website. These partners give a variety of incentives to the Members. The Partners are given access to the WAI database to update them on information and promotions within the heating industry. The information the partners receive from Worcester is not passed on to any other companies and is kept within their companies. Contact details of the Partners are found on the WAI website.

### **3.13. Accredited Training**

- Is a key aspect of the Accredited Installer Scheme, and accredited training must be completed within a 6 month period of completing the induction course (for the product range to complete the points criteria scheme, plus any additional course the Member would like to take advantage of). On completion of training the Member will receive additional benefits for the product accredited in. All members must successfully complete the accredited training courses taken. For up to date information on accredited courses, please contact the WAI Admin team on 01905 752 700. If the Member needs to cancel a course, they must give 10 working days notice to avoid charges.
- All accredited training must be retaken every 5 years in order for the accreditation to continue.
- Accredited training must also have been completed by a current member of staff in order for the accreditation to remain in place.

# Useful numbers

## **WAI Team**

Tel: 0330 123 0167  
accredited.installer@uk.bosch.com

## **WAI Guarantee Line**

Tel: 0330 123 2442

## **Sales**

Tel: 0330 123 9669  
sales.mailbox@uk.bosch.com

## **Spare Parts**

Tel: 0330 123 9779  
spares.mailbox@uk.bosch.com

## **Technical Helpline**

Tel: 0330 123 3366  
technical.enquiries@uk.bosch.com

## **Renewables Technical Helpline**

Tel: 0330 123 9229  
renewable.energy@uk.bosch.com

## **Training**

Tel: 0330 123 0166  
training@uk.bosch.com

## **Literature**

Tel: 0330 123 9119  
literature@uk.bosch.com  
or download instantly from our website

Calls to our 03 numbers cost no more than calls to geographic numbers (01 or 02).

Calls to our 03 numbers from landlines and mobiles are included in free call packages.

Calls to and from Bosch Thermotechnology Ltd may be recorded for training and quality assurance purposes.

# www.worcester-bosch.co.uk