

The Green Deal and Energy Company Obligation Consultation

Please use the table below as a template to respond to the consultation. It will help us to record and take account of your views.

Also, please provide evidence for your answers and comments where possible.

PERSONAL DETAILS
<p>Respondent Name: Giles Willson</p> <p>Email Address: gwillson@ggf.org.uk</p> <p>Contact Address: 54 Ayres Street</p> <p>Contact Telephone: 0207 939 9122</p> <p>Are you responding as an individual or on behalf of an organisation: Organisation</p> <p>Organisation Name: Glass and Glazing Federation</p> <p>How were members views assembled:</p> <p>GGF Members were invited to attend one of our members Green Deal debates (75 attended in the Midlands and 20 in Scotland) this produced an opinion on Green Deal, a draft response was prepared for comment and distributed to all members. Following feedback further discussion took place at an additional members forum to produce the final response. All GGF members were invited to participate in the compilation of this response and were provided a copy of the draft for comment. The GGF Board (representing the membership) provided final sign off prior to submission.</p> <p>The Glass and Glazing Federation (GGF) represents companies who make, supply or fit, glass and glass related products in the UK and internationally.</p> <p>The GGF is the main representative organisation for companies involved in all aspects of the manufacture of flat glass and products and services for all types of glazing, in commercial and domestic sectors.</p> <p>Members of the GGF include companies that manufacture and install energy efficient windows, in homes and commercial buildings, the performance glass used in every type of building from houses to high-rise tower blocks and the components that are used to manufacture every type of glazing.</p>

GGF members produce and install safety, fire and emergency glazing, special films to protect against the sun's rays or terrorist and vandal attacks and in fact, every type of glazing installation, no matter how specialised.

Would you like this response to remain confidential? No

If yes, please state your reasons:

CHAPTER 1: Assessment

Q1: Do you feel the proposed requirements on Green Deal assessors set out in the main body and at Annex A of the Code of Practice are clear and robust enough to support the Green Deal assessment?

No

Please explain:

The GGF believe the qualifications and competence are essential to undertake these surveys however, we do have some major concerns, namely:

- The use of SAP in the assessment of the original window to be able to calculate potential energy savings and the qualification for Green Deal finance under the Golden Rule – will the original assessment be simply single glazed or double glazed, or will assessors be able to accurately determine the existing window and an accurate energy saving benefit? In addition will there be any reflection on broken windows which are draughty or where the insulated glass unit has broken down and is not providing the thermal performance expected for a fully operational product. There does not appear to be any information covering this within the consultation document?
The GGF would be pleased to work with DECC to review or modify the software to determine the impact on a building when replacing windows and doors to provide an accurate and simple solution.
- The requirement for assessors to be “impartial” rather than independent, - The GGF does not see how this can be achieved in practice, particularly given the anticipated use of “market forces” to provide for the cost of assessments. There is no compulsion to undertake all the identified measures from the EPC or a priority order to undertake the work. This presents a significant risk that providers or installers could influence via the assessors which measures should be undertaken, with assessors choosing to favour those that the provider prefers to install, rather than those best for the property or that will lead to the biggest energy savings.
- The importance of assessors explaining all measures that meet the Golden Rule to

the payback period of 25 years - as indicated in data provided by the GGF in response to DECC's call for evidence at the end of 2010, the payback periods for replacing energy efficient windows and doors, are long and may require top up finance from other means. Will the assessor who is with the building owner appreciate this or have any interest in suggesting measures which do not meet the Golden Rule outright in a short time scale? This could have very serious implications for the window industry. Such top up payments should include ECO funding in application situations i.e. hard to treat or for households in fuel poverty.

- The requirement for assessors to tell the customer when the information they are providing is not impartial, and the requirement that partial advice must not form part of the qualifying assessment for Green Deal – it is unclear how this will be monitored or enforced.
- The GGF believe the assessor should be independent of any Green Deal Provider, Energy Company or installer.
- The financial incentives to launch Green Deal should be concentrated on providing Energy Assessment free of charge for the “White label” approach – this would encourage the existing supply chain to use their leads to go through Green Deal and to undertake a suite of measures.

Q2: Can you think of any requirements that Green Deal assessors will need but that may not be covered by the suggested approach, combining National Occupational Standards (NOS) and Accreditation of Prior Experiential Learning (APEL)?

Your answer:

It is very difficult to make comment on what is missing from the standard the assessors will need to meet without being able to review the NOS.

Beyond the suggested approach, it is vitally important that assessors understand how the interface of measures work, for example the interaction between solid wall insulation and windows. If solid wall insulation is installed; what is to happen to the windows? To undertake the work correctly the windows should be replaced or the existing windows removed and reinstalled on wider projection sills and possibly external linings. To not undertake this work correctly thermal bridging could occur, and potentially water ingress into the structure, and thus creating major problems in the building fabric.

The GGF fear the assessor will not have sufficient “Building Technology” experience; not just the individual measures, but how they operate together. The GGF will be pleased to provide guidance on fenestration products and the interface with the structure.

Assessors must also be required to explain the prospect of top ups to Green Deal finance where required to pay for a particular measure when it does not meet the Golden Rule.

Q3: In proposing to allow for the market to determine payment of assessors and cost of assessment, are there any further requirements we should be placing on assessors or providers in relation to (a) payment of assessors, (b) the cost of the assessment, or (c) declarations from the assessor?

Your answer:

The GGF believe the assessors should be independent from the Providers and Energy Companies and not be commission based to avoid the risk of them being incentivised to promote certain measures where the Provider manufactures or installs that measure.

If assessors are not independent, the GGF agree that they must be required to declare this.

Q4: Do you agree with our proposed approach to third party assurance and enforcing compliance for those providing Green Deal assessments?

It is not possible to provide a response to this question without further information.

Please explain:

The GGF believe that any organisation providing an assessment (these can range from one person to a large organisation, be independent or part of an energy company, provider or installer); they all need to have certified third party assurance to enable full traceability of their records.

The assessor (or their company) needs to hold sufficient professional indemnity insurance to cover any mistakes or errors undertaken when undertaking this work.

Any installer of a measure cannot be responsible for their product if manufactured and installed correctly and yet does not reduce the energy savings predicted within the assessment report.

It is not clear who takes the responsibility with future building owner claims that the energy savings following the installation of the measure have not happened. We appreciate this can be change in use etc. Would the oversight body or the Provider have to deal with such complaints?

Q5: Should the current EPC validity period for property transactions be used for Green Deal purposes or is a shorter validity period more likely to meet the needs of the Green Deal process?

Your answer:

The GGF believe that the validity for an EPC should remain at 10 years to be in line with the Energy Performance of Buildings Directive. The GGF are concerned that the intention is for RdSAP (the Standards Assessment Procedure software) to be updated every 12 months. If this takes the form of an amendment to add new measures, this would not be a problem however, if measurement requirements are to change every year that would present a significant problem.

The EPC is a snap shot for a property, it may often take the building owner more than 12 months to organise all the measures, especially if the tenant is within the property, and longer for measures which will create significant disruption e.g. solid wall insulation.

The GGF understand the benefits of the 12 month validity; this will ensure the building owner has to proceed with installing measures very quickly, they cannot leave the project. This will benefit membership by pushing the supply chain however, consumers may feel pressurised or complain when they have to re-pay for a second EPC because they are waiting for planning permission approvals, or because they have missed the 12 months deadline for any reason.

Q6: Do you think that this approach to identifying and assessing non-domestic buildings, based upon the requirements and tools for Energy Performance Certificates, will capture all non-domestic buildings and business sectors for which the Green Deal is relevant?

Yes

Please explain:

These tools are available to make assessment on non domestic buildings and should be used to make the assessment for the fabric of the building. However, we believe the use of the building more than the fabric assessment will make the greater savings for the non domestic sector.

Q7: Are there alternatives to the simple approach to providing running cost savings in the non-domestic assessment that we should consider?

Your answer:

The GGF believe that the non domestic sector assessment for how the building has been used is not suitably detailed for a formal consultation.

The non domestic sector covers such a wide range of buildings, that it requires a better defined list of building types e.g. educational buildings, factories (split again into different sizes), offices (again sub divided into sizes and height). For each of these sectors there should be a model to follow for looking at running costs, potential energy saving from different measures, costs for installing measures and benefits from savings. This would help to identify more easily which measures can realistically be expected to meet the Golden Rule.

For this sector, there will be significantly more investment / building. We are not sure if the SBEM software and the Assessors are suitable for undertaking the fabric or use of building assessments.

The GGF also believes that other incentives are attractive for this sector e.g. reduction in business rates for owners who have upgraded their premises.

CHAPTER 2: Measures, products and systems

Q8: Which measures should be added to the list of qualifying measures in Annex 1 for non-domestic properties, and what evidence is there that these measures improve the energy performance of buildings?

Your answer:

The GGF is concerned to note that Annex A refers to high performance external doors, we are not sure what product is meant by this terminology?

Door Sets are covered under building regulations for all regions within the UK, and British Fenestration Rating Council have introduced a door energy rating scheme.

The GGF are also not sure what is defined as Energy Efficient Glazing? This could be replacement windows meeting the current Building Regulations, or a higher class energy rating, a repair to a window in the form of a new Insulated Glass Unit, or secondary glazing (which may be the only option in conservation areas or where an Article 4 direction is in place).

For the non domestic building the use of applied film has been proven to make a substantial saving to the energy usage – this is in the form of solar control to reduce the use of air conditioning. The GGF would like this to be included within the Green Deal scheme. The GGF would be pleased to work with DECC to include this within The Green Deal.

Q9: Will the existing Appendix Q process, which will allow new measures to be added to the Green Deal assessment tools, and to the list of qualifying improvements, support

innovation in the market and how could the process be improved? In particular, what support could SMEs benefit from?

Your answer:

The GGF believe that as well as new measures such as applied film to be listed within SAP via Appendix Q process, those listed need to be checked to ensure the performance used is correct and measures are to be recognised to their full potential. SAP is due for review when ADL goes out for consultation in January 2012.

It is not possible to comment on support for SMEs without indication of the time or costs involved to add a measure to SAP via Appendix Q

SMEs would appreciate Government assistance with the research and development costs for innovative new energy saving products.

Q10: What innovative ways can the government use to encourage uptake of a package of measures and could our existing proposals support this.

Your answer:

The GGF have supported the whole building approach for many years, there being little sense in replacing the boiler but not the windows – this means the same amount of heat is lost from the building but the new boiler does this more efficiently. The GGF believe that consumers who have upgrade their properties (both domestic and non domestic) should receive incentives for reaching the potential rating of the property.

The EPC provides the shopping list of measures which could be improved; there is no requirement to improve any of these, or to select just some or indeed all of the measures. If the achievable EPC band is met by installing all of the improvements, there should be other incentives e.g. reduction with the Council Tax band for the building or a discount on the annual council tax bill.

There is also an inconsistency with the VAT rates applied for installing different Green Deal measures, most are charged at the reduced rate (currently 5% in the UK), replacement windows and doors are charged at standard rate (currently 20% in the UK). All measures should be charged at the reduced rate VAT; this also would counter the reduced rate VAT on fuel prices when calculating the Golden Rule (measures may not meet the Golden Rule due to the different rates of VAT applied). Unless this difference in VAT rates is changed; Energy Efficient windows and doors will be dis-advantaged against other measures within Green Deal which are on the reduced rate of VAT. It should be remembered that research has proven up to 25% of heat from a building escapes through non energy efficient windows and doors, therefore has a major contribution to make to reduce energy consumption from

existing building stock.

Solid wall insulation has been included within ECO; this does create a large amount of disruption to the occupants of the building. The GGF believe to encourage take up, replacement windows and doors should also be covered by ECO when combined within a package. The interface between the solid wall insulation and the window or door needs to be checked and modified to prevent thermal bridging and or water egress, which could otherwise result in significant damage to the structure.

Tenants are often disinterested in solid wall insulation however, as recent Green Deal trials have demonstrated, they are attracted to the idea of new windows and doors. Including windows with solid wall insulation within an ECO package would dramatically improve not only the energy efficiency of the property, but also the likelihood of a package being taken up.

Q11: Please provide views on the potential inclusion of hard-to-treat cavities (and potentially other measures of a similar type), and proposals for how properties might be accommodated in the ECO without excessive complication or perverse consequences.

Your answer:

As stated in our answer to Q10, if hard to treat cavities are to be included within ECO, replacement energy efficient windows and doors should be included within a package approach. The interface between the solid wall insulation and the window or door needs to be checked and modified to prevent thermal bridging and/or water egress which could cause significant damage to the structure, and sequencing the installation of energy efficiency measures correctly will prove highly cost effective.

Tenants are often disinterested by solid wall insulation; however, as recent Green Deal trials have demonstrated, they are attracted to the idea of new windows and doors. Including windows with solid wall insulation within an ECO package would dramatically improve not only the energy efficiency of the property, but also the likelihood of a package being taken up.

Q12: We propose that the ECO Carbon Saving obligation should be achieved primarily by promoting and installing solid wall insulation. Should any other measures be supported, and how would these be defined?

Your answer:

The GGF believes the ECO funded measures should be a package approach, including energy efficient windows and doors, rather than single measures, to ensure maximum benefit and

reduced risk to the building fabric.

If solid wall insulation is installed; what is to happen to the windows? To undertake the work correctly the windows should be replaced or the existing windows removed and reinstalled on wider projection sills and possibly external linings. If this work is not undertaken correctly thermal bridging could occur, with potentially water ingress into the structure, and thus creating major problems in the building fabric in the future.

Q13: For the ECO carbon saving obligation, we propose that any other carbon saving measures should only be eligible when delivered as part of a package with solid wall insulation. Do you have any suggestions for the criteria by which eligibility within packages should be restricted, explaining why you think any such restrictions should be included?

Your answer:

The GGF agrees.

The GGF believe with solid wall insulation the package must include all elements with which the solid wall has an interface i.e. energy efficient windows and doors and roofline.

Restrictions should be common sense i.e. if there are new energy efficient windows existing in the building, these should not be replaced however, modifications and re-installation should be undertaken.

Q14: We propose that *any measure* should be allowed under the Affordable Warmth obligation, provided it allows eligible households to heat homes more affordably. If you disagree, or feel there are risks to this approach, please explain and set out any restrictions you believe should be put in place.

Your answer:

The GGF agrees that any measure should be allowed under the Affordable Warmth obligation, provided it allows eligible households to heat homes more affordably. The GGF also wish to highlight that replacement energy efficient windows should be included due to the nature of natural heating via solar radiation which provides a carbon free, cost free form of heating to buildings (when combined with improved insulations so the heat is not lost).

Q15: Do you have any suggestions for whether and how we should score, boiler repairs under the Affordable Warmth obligation, such that where repairs are more cost-effective

than replacement systems, without significant impact on efficiency, these can be promoted?

Your answer:

The GGF does not feel suitably qualified to make comment on this question regarding repairs to boilers.

However, we do think repairs or upgrades to windows in the format of replacement Insulating Glass Units or the use of applied film or installation of secondary glazing (particularly in conservation areas or where there is an Article 4 Direction on a property and windows cannot be replaced) should be included. If the frame is in good working order, this can prolong the life of the window considerably at a fraction of the price for replacing windows.

Q16: We are proposing that any heating measures should be allowed under the Affordable Warmth obligation, including for households off the gas grid, and extra incentives should not be put in place for air or ground source heat pumps. Do you have any evidence to bring to bear on the performance of heat pumps to improve the ability of vulnerable households to heat their homes affordably?

Your answer:

The GGF does not feel suitably qualified to make comment on this question however, we are aware of the HeatPod Project for Penwith Housing Association in Cornwall, where a small unheated conservatory in conjunction with a ground / air / solar source heat pump was used very successfully.

Q17: To what extent can existing product lists, such as the list of Microgeneration Certification Scheme compliant products to be used as the starting point for the Green Deal Products list?

Your answer:

The GGF believes that products listed on existing schemes such as the example provided for micro generation should be utilised when practical and available.

For the replacement energy efficient windows and doors – these are listed with BFRC (British Fenestration Ratings Council) for the energy performance of the product.

Q18: Do you agree that allowing enhanced product performance to be recognised in the Green Deal financing mechanism is useful? Do you have any specific views on how this

approach could be implemented?

Your answer:

The GGF does believe that allowing enhanced product performance of measures is good within Green Deal finance mechanism. The calculations for energy savings for replacing windows and doors has been established for many years and there is a large track record of benefits to building owners. One of the biggest benefits is the reduction in draughts when replacing windows – this is not taken into account under the current proposals however, if there was a positive enhancing factor that could be applied within the calculations – this would realistically reflect the benefits felt by occupants.

The GGF would propose a 10% uplift on the beneficial energy savings currently calculated for replacement windows and doors to reflect the removal of draughts to a building. We do remind DECC that suitable background ventilation which is required for the well being of the occupants to a building, is different to a draught.

Replacement Window and Doors have a considerable number of added benefits other than just energy saving, these include improved security, reduced maintenance, improved health and safety for operating windows and doors and re-instate the complete functionality of the product e.g. windows not painted shut. These added benefits are not energy saving therefore not covered within the Golden Rule however consumers need to be given the opportunity to see how they can improve the energy efficiency as well as make an overall improvement to their homes / national building stock.

CHAPTER 3: Green Deal provider and plan

Q19: Are surety bonds the most effective, efficient way to ensure customers are protected in the event a Green Deal provider becomes insolvent or has their licence revoked? What should be the minimum requirements of a Green Deal surety bond be and how much should Green Deal providers be required to insure?

The GGF would require further information in order to address this however, on the information provided would like to make the following comments:-

Please explain:

The proposed Green Deal Provider surety bonds should always cover the outstanding value of the liabilities on all GD/ECO plans in place with that Provider. It follows that these bonds will have to be updated annually when the provisions are amended in the Green Deal Providers statutory accounts, if they are to be cost effective and meaningful.

The installer needs to provide the measures and install these, when completed the installer

should be paid quickly by the Provider. This payment needs to be protected

Under the current proposal the provider facilitates the monies to the assessor and the installer, however, if the provider was not the customer interface, instead the installer. The finance would be safer if made direct to the installer from the finance house and not via the provider.

The GGF do not want an over reliance on bonding in case the bond is insufficient when the GD Provider fails. Who would foot the bill if the bond was insufficient to cover the liabilities? Government would be expected to step in and pay the short fall (as per Civil Aviation Authority (CAA)). The CAA have moved away from bonding generally.

In addition bonding would tie up GD Provider banking facilities; this would make it harder for potential smaller Green Deal Provider to operate.

It should be remembered the costs for the surety bonds will be covered within the Provider administration costs and therefore passed back to the consumer to pay on top of the measures installed.

Q20: Does our proposed approach to authorisation and oversight of Green Deal providers ensure the necessary standards of consumer protection and proportionate redress without creating barriers to entry into the market?

No.

Comments:

Much greater regulation will be required for Energy Companies who are also Green Deal Providers because they already have access to all their customers' homes for marketing purposes, which could result in undue market influence. When energy companies are also Green Deal Providers and also installers the situation gets worse. The GGF feel that Energy Companies and Installers should not also be Providers. If one company has control of the complete supply chain this would have a dramatic impact on the existing supply chain and market, resulting in a massive reduction in the number of companies in the replacement window and door industry as well as the number of people employed. The end customer would also suffer with the reduction in choice.

The GGF believes that there needs to be some protection for independent Green Deal installers (of all sizes) where potential business has been generated through the installers own efforts. To go through the Green Deal process with this lead, the building will need an EPC assessment (which is portable) and the use of a Provider. This lead generated by the installer could be lost to competition, there do need to be some safeguards to prevent this

from happening.

There is a requirement stated under clause 29 that measures costing over £10,000 should be subject to three quotes from 3 Green Deal Providers. Whilst the GGF promote to consumers the method of gaining several quotations to provide assurance we would not want it to be mandatory that for every contract over £10,000 a consumer must get three quotations. If the consumer is happy with the deal, this will delay the process or deter them from making any improvements to their property.

The GGF does welcome the fact building owners will be able to make more than one application for Green Deal finance on a property.

With the introduction of Providers, this is creating a new barrier to entry for installers, particularly SMEs. This adds costs to the end product and potential barriers which will deter the consumer from carrying out the installation. Providers could tie in with a couple of installers, this would reduce the consumer choice and result in a reduction the number of companies and people employed within the sector.

The GGF does have concerns that within the Code of Practice, any deposits for work in progress would need to be kept in a client account instead of becoming working capital. These monies are required to enable installers to undertake their work.

The GGF would like to see a simplified system introduced for replacement windows and doors (this could apply for other measures) such as the voucher scheme detailed within Question 63.

Q21: How much weight should be given to the argument for placing financial responsibility for late payment with the payee?

Your answer:

The GGF believes this is a good approach, if a building owner signs a contract for a service, they need to pay for this. The potential for Green Deal is to attract owners who could not afford to pay for measures by traditional payment methods, therefore there is a potential for a larger number of defaults. We would suggest the current low default levels, via the electricity bill payments, will rise significantly when Green Deal finance for measures is added.

Q22: What are your views on the government's proposal of requiring Green Deal providers to offer insurance-backed warranties for the entire repayment period?

Your answer:

The GGF is familiar with offering or providing insurance backed warranties for replacement windows. These are usually 10 years despite the life time of the product being far longer (typically 30 years plus). We understand that many other measures listed within Green Deal do not have a warranty more than 2 years.

The problem comes with longer term Green Deal contracts if IBGs are required for the whole 25 years. The glazing market does not currently provide guarantees for such a period. If they adapt in order to do so, this will make the IBG product far more expensive and make the measure even less attractive or more unlikely to meet the Golden Rule. IBG's are provided in case a firm goes bust and is unable to support its service warranties (would this be the installer or the provider for Green Deal)?

The GGF believe that for new homes NHBC guarantees are for 10 years (to reflect the economic life of the product); this has never presented a problem for consumers who have a mortgage for 25 – 30 years on the property. Why do you therefore need a warranty which is insurance backed for the whole life of the measure?

The requirement for a category A insurance company is not realistic, none of the IBG providers for the glazing industry currently meet this requirement. To achieve this will increase the costs to installers who will need to pass these on to the end consumer.

Q23: What are your views on the government's proposals regarding changes to the Consumer Credit Act for Green Deal Plans?

Your answer:

The GGF believes that the changes for early repayment will make the Green Deal very unattractive to a consumer and could result in mis-selling or claims for mis-selling when building are being sold and the total costs for repayment of Green Deal are discovered.

Q24: What are your views on the Government's proposals regarding consumer protections for those Agreements which do not fall within the scope of the CCA?

Your answer:

The GGF does not feel suitably qualified to make comment on this question, we do not understand which deals would fall outside the scope of CCA.

CHAPTER 4: The Golden rule

Q25: Is it necessary to afford consumers additional protections and extra comfort where

they take out green deal plans in excess of £10,000? If so, is the proposed protection of reducing the saving estimate appropriate and is the 5% figure the correct adjustment?

No

Please explain:

The GGF does not think there is a requirement to have a reduction in the savings estimate for Green Deal packages over £10k. This suggests that the Government does not have the confidence with the SAP tool to calculate savings, if this is the case no matter what the cost of the measure there needs to be an adjustment; If this is not the case, this proposal will discourage whole building approach which has been recognised is a better approach than just installing one measure. More expensive items such as windows will be discouraged, therefore resulting in not installing all the measures to effectively and efficiently improve the existing building stock. Once a Green Deal measure has been undertaken, items left out will probably not be included by the building owner at a later date, so the maximum potential for energy savings is not achieved.

Q26: Do you agree with the approach to the Year One charge that can be used in a Green Deal Plan?

The GGF agrees

Please explain:

The GGF agrees that all the “on costs” associated with the Green Deal package cannot be put in the first year, this would make the scheme unaffordable.

The GGF also believe that the consumer signing up to Green Deal should have a clear accurate break down on the costs for various measures and separately shown any charges levied by the Provider or Assessor and not have these charges absorbed into the cost of various measures.

Q27: What would be the benefits of allowing Green Deal providers to vary the interest relating to a Green Deal plan in line with the most appropriate component of the fuel and light index?

Your answer:

The GGF does not think the establishment of a new method to determine interest rates is a good idea. The Green Deal needs to be simplified if it is to work, this would be another barrier to deter building owners opting for Green Deal.

The GGF believes that inflation of at least 5% / annum on fuel costs needs to be incorporated within the Golden Rule calculation.

The interest repayments; the building owner should be provided 2 options, one fixed rate and one variable rate. Depending on the capital and length of Green Deal finance the most favourable option will vary. However, to meet the Golden Rule, the costs for repayment for the length of Green Deal finance need to be known, therefore a fixed rate must be applied for all measures.

Q28: Do you agree with the proposed approach to how the Green Deal charge can vary in subsequent years of a Green Deal Plan?

The GGF disagrees

Please explain:

If the Green Deal charges can vary during the life of the plan, a consumer may have to pay additional excessive repayments which exceed any savings and no longer meet the Golden Rule. Additionally, the ability to vary these charges may cause a backlash of adverse publicity against the Green Deal in later years, if consumers feel that they have been misled as to the total amount repayable under the scheme.

Q29: Is £150 or 5% of the total Green Deal package (whichever is the least amount) an appropriate limit on the amount of cash incentives which can be offered by Green Deal providers?

Your answer:

The GGF does not feel that it is appropriate for Green Deal Providers to offer cash back incentives to building owners. There is no logic for such cash incentives besides attracting initial take up, which will only serve to distort the market place. This in turn may fuel a “boom then bust” scenario, undermining the long term aims of the scheme.

Green Deal packages should be taken up on the basis of good evidence and facts, not cash incentives.

Q30: Do you agree our proposed approach to the Golden Rule principle strikes the right balance between ensuring the necessary consumer protection mechanisms are in place whilst not unduly stifling ambition and investment in the Green Deal?

The GGF disagrees

Please explain:

Without further information on how exactly the Golden Rule will be calculated, and how it can fairly be applied to complicated buildings such as multi storey office buildings in the non

domestic sector, it is difficult to assess whether the principle behind it strikes the correct balance.

The Golden Rule principle is well intentioned, however energy efficiency of building stock is a longer term commitment than the length of Green Deal packages. Energy efficient windows and door sets are highly likely to continue to deliver benefits well beyond the maximum twenty five year limit for Green Deal packages. Additionally, technology is constantly developing, and installing less effective products in order to meet the Golden Rule could increase the risk of such products being outdated before the measures have repaid themselves.

The requirement for IBGs for the full duration of the Green Deal package only increases the costs to the consumer. Currently the standard 10 year IBG does not create a problem to the building owner.

Green Deal trials, such as Affinity Sutton's Future Fit, have indicated it will be difficult for many measures to meet the Golden Rule. Too heavy a reliance on ECO or additional funding would undermine the impact of the Green Deal.

Additionally, the Golden Rule will be harder to achieve for energy efficiency measures that are excluded from the reduced (5%) rate of VAT. Not only will this complicate Golden Rule calculations, but it moves measures such as glazing further beyond the scope of the Green Deal. The disparity in the rate of VAT on energy efficiency products has no bearing on consumer protection, yet will stifle ambition and investment in the Green Deal.

The GGF also believes that it is important to consider other benefits associated with certain measures which make a substantial difference to the building stock of the UK. For replacement energy efficient windows and doors these include reduced maintenance, better security, acoustics (outside noise reduction), reduced health and safety risks for operators of the window.

The GGF believes some of these additional factors need to be factored into the Golden Rule, because they have a major impact on the well being and safety of the UK population. In addition to this, taking these factors into account will help measures that are popular with consumers for these additional reasons to meet the Golden Rule, and subsequently increase take up of the Green Deal.

Green Deal trials have demonstrated that consumers are keenest on visible measures such as energy efficiency windows. Providing additional scope for householders to choose products they want could help to overcome the apathy that has resulted in poor take up of energy efficiency measures in previous trials, particularly in the absence of financial incentives.

CHAPTER 5: Delivering equitable support and tackling fuel poverty through the Green Deal and ECO

Q31: Do you agree that eligibility for Affordable Warmth measures should be restricted to households who are in receipt of the benefits and tax credits similar to the CERT Super Priority Group and who are in private housing tenures?

The GGF disagrees

Please explain:

The GGF believes that if you are defined to be in fuel poverty you should be entitled to ECO grants; the priority group referenced is by its name a target group not an exclusive group. Many people who are in homes which need improvement are defined as being in fuel poverty, they may not be claiming benefits, just working with low pay. To exclude these people from a scheme which would improve the thermal performance of their home is not justifiable.

Q32: We propose seeking a voluntary agreement with ECO obligated companies as to how they commit to following up referrals. Do you have any suggestions as to what this commitment should consist of?

Your answer:

The GGF does not feel suitably qualified to make comment on this question.

Q33: Do you have any evidence or views to put forward on whether the benefits of ECO as a whole, or of the carbon saving obligation within it, are or are not likely to be distributed equitably to all income groups? If so do you think regulatory intervention is necessary to ensure a more equitable pattern of delivery and, in particular, do you have any comments on the likely effectiveness of setting a 'distributional safeguard' as a means of achieving this?

Your answer:

No, this money will not be fairly distributed.

Landlords with poorly insulated buildings could benefit from having tenants who are in fuel poverty. After refurbishment, the rents can rise, forcing tenants out with replacement tenants not being in fuel poverty but benefiting from the ECO grant.

Furthermore, Energy Companies who become installers of measures could distort the market by using ECO funds (paid by a consumer levy on Fuel bills) to pay for installations undertaken by themselves.

CHAPTER 6: Consent, disclosure and acknowledgement

Q34: Do you think the framework for consent for the Green Deal charge and measures provides effective protection for the parties involved.

No

Your answer:

The GGF's experience of working on a variety of properties has demonstrated that the building owner does not always understand if they require consent or planning permission. A good example is if a property has an Article 4 direction; not all owners will be aware of this, and there is no register to check. Installers discover there is an article 4 when a neighbour complains and a planning enforcement officer goes to site and stops the job. Retrospective planning permission is then required; if granted the job is delayed, but if permission is not granted, the building has to be restored to original status.

The proposal does not adequately cover the scenario outlined above, and there are no safeguards for the installer. If the windows are not installed, payment cannot be made via Green Deal. The GGF wishes to understand who would pay the installer for the manufacture of the product, and labour costs incurred.

The consumer has the responsibility for checking these covenants but, it is the responsible installers who will check, it is in their interest to effectively to do this to prevent the above scenario happening and provides a safeguard to the installer.

Q35: What is the best way to draw the future bill payer's attention to the acknowledgement wording?

Your answer:

The GGF believes that information may be provided when viewing a property for rental or purchase, the information may be in the particulars however, this needs to be within the contract for purchase or rental agreement. It should be made as a clear requirement for the conveyancer or the letting agent / landlord to draw this to the new occupants attention with specific details of the costs agreed to pay on Green Deal each year.

Currently within particulars for properties, items such as service charges, ground rents are listed – to be advised. We would not want a standard section Green Deal finance – to be advised.

Green Deal finance on a property could lead to problems when selling (will need to sell below market rate to offset the Green Deal finance) and when renting (monthly repayments for Green Deal will be expected to be taken off monthly rents for that property). If this does

not happen there would be no value for having an energy saving measure installed within a property.

Q36: What will property professions need to do to assist with the effective discharge of the disclosure and acknowledgement obligations? If property professionals assume a duty to discharge these obligations on behalf of property owners, should they face the same consequences as the owners, where they fail to do so?

Your answer:

The GGF agrees that the property professional should be responsible and if they fail to convey this message be liable for prosecution. However, it must be considered whether any subsequent increase in fees to householders could serve as a disincentive to uptake of the Green Deal.

The GGF believe that there needs to be a central register of buildings with Green Deal finance (and not have to check with every Provider), to ensure the letting agent or sales agent can check upfront on any Green Deal finance on a property.

Q37: Are there any other situations in which disclosure and acknowledgment should be required which might fall outside the proposed framework?

Your answer:

The GGF is not aware of any other situations in which this may arise, however it has concern that there may not be sufficient protection for the non domestic market.

Q38: Do you think 30 days after receiving the first electricity bill is an appropriate time limit within which someone can dispute disclosure of the Green Deal?

Your answer:

The GGF believes the electricity company should write to advise the new occupier (domestic and

non domestic) of the charges for Green Deal when setting up a contract. It should be 30 days from this letter and not the bill that provides a suitable timeframe to dispute the charges. The electricity company should be fined if this information is not provided to the new bill payer.

Q39: Do you agree with the Government’s approach to allowing Green Deal providers to require early repayment in certain circumstances?

Your answer:

Yes however, there must be safeguards to the owner of the property e.g. Buildings Insurance cover should include the early repayment of Green Deal (in cases of fire, acts of God etc.)

CONSENT CALL FOR EVIDENCE

How significant do you think consent barriers might be for uptake of the Green Deal in the domestic property sector?

Your answer:

The GGF does not believe that consent barriers will deter the use of Green Deal for the domestic arena; however it does have concerns if required consent is not identified and obtained upfront.

If consent cannot be obtained e.g. planning permission to replace windows in a property with an article 4 direction, the job will not proceed and no Green Deal finance be used.

How significant do you think consent barriers might be for uptake of the Green Deal in the non-domestic property sector?

Your answer:

In the non domestic market, consents will not cause a problem apart from time delay.

Is there any relevant evidence from past or current retrofit schemes, or improvement/maintenance works suggesting that consent may be a problem under the Green Deal?

Your answer:

Planning departments differ between local authorities. There is not a consistent approach to gain planning permission therefore Green Deal could become a new postcode lottery.

Are you able to propose any practical solutions to potential consent barriers, particularly drawing on voluntary and non-regulatory mechanisms?

Your answer:

It would be simpler if there was a register for conservation areas and properties with article 4 direction by postcode. The easier it is to gain access to the information, the earlier the process can be started reducing costs and time delays.

Chapter 7: Installation

Q40: Are there any government backed and accredited scheme standards which operate at present (in addition to the Microgeneration Certification Scheme and Gas Safe), that could be considered as meeting the new Green Deal standard already?

Your answer:

The replacement window industry uses established competent person scheme, namely FENSA. This has been in existence since April 2002 and is approved by DCLG.

FENSA is in the Pilot for UKAS accreditation for certification against PAS 2030 for Green Deal, this will use many of the established systems and processes however, in addition to the entity demonstrating compliance installer operatives will need to demonstrate their competence.

As part of the FENSA scheme:

- IBGs need to be offered (not necessarily provided)
- On site inspection takes place
- Installations are registered
- Home owner receive a compliance certificate

This is an established proven system which is effective.

Q41: It is not yet clear what the accreditation requirements for GD/ECO will be and how they will impact on incumbent firms in the market. Further work is being carried out to understand and quantify the nature of the impact of these, particularly for those firms that are micro-businesses. We welcome views from incumbent CERT installers on what the potential implications of changes to accreditation would be.

Your answer:

The GGF has had a couple of CERT schemes in operation.

The accreditation requirement will put additional costs to the industry – both fees for assessment as well as large amounts of time to gain this. The current system appears to work well and is effective, and the GGF hope the accreditation will built on this good base.

However, the additional processes and fees may have cost implications of registered FENSA businesses especially the SMEs

The GGF would like the adoption of a simplified approach (as detailed within the answer to Q63) to reduce costs and to maintain the existing supply chain and market distribution.

Chapter 8: Payment collection

Q42: Do you agree with our proposed debt thresholds? If not, please suggest alternative thresholds with appropriate supporting evidence.

Please explain:

The GGF does not feel suitably qualified to make comment on this question.

Q43: Do you believe that electricity suppliers as well as Green Deal providers should have the right to prevent customers from taking out a Green Deal finance arrangement if these thresholds are exceeded? Please give reasons for your answer

Please explain:

The GGF does not feel suitably qualified to make comment on this question.

Q44: Do you think additional infrastructure is required to facilitate payment remittance?

Your answer:

The payment requirements and the accounting thereof for Green Deal plans will be tortuous and expensive:

- Consumer pays via electric bill. If consumer defaults, is the default for the electric element or the Green Deal plan element? Who decides?
- The energy company has to remit consumer payments to the GDP or the finance provider, direct. The energy company has to provide regular accounts to the consumer.
- GDP has to receive payments from the energy company and remit to finance provider and account for same (or the payments go direct to finance supplier but GDP still needs to account for same.) GDP has to provide regular statements to consumer.

If the Green Deal is successful, you have to consider multiplying plans by tens of thousands, and payments by millions, and the transactional and accounting and audit costs will be very large indeed

Q45: Do you agree with the proposed 72 hour period for the transfer of payments? If not, please suggest an alternative with appropriate supporting evidence.

Please explain:

The GGF does not feel suitably qualified to make comment on this question.

Q46: During this 72 hour period, should the electricity supplier maintain an account balance at least equal to the total value of Green Deal payments being held?

Your answer:

The GGF does not feel suitably qualified to make comment on this question.

Q47: Do you have an alternative suggestion for reducing the burden on smaller suppliers that would not lead to a potential reduction in the number of electricity suppliers available to Green Deal customers?

Your answer:

The GGF does not feel suitably qualified to make comment on this question.

Q48: Do you agree with the proposed threshold for the smaller supplier opt in? If not, please suggest an alternative threshold with appropriate supporting evidence.

Please explain:

The GGF does not feel suitably qualified to make comment on this question.

Q49: Do you agree with the proposed level of the annual administration fee? If not, please

give reasons for your answer and, if relevant, provide additional evidence of likely cost impacts.

Please explain:

The GGF does not feel suitably qualified to make comment on this question.

Q50: Do you agree with retaining the existing £200 arrears limit (including Green Deal repayment arrears) for prepayment customers with a Green Deal plan? If not, please suggest an alternative limit with appropriate supporting evidence.

Please explain:

The GGF does not feel suitably qualified to make comment on this question.

Chapter 9: Delivering Green Deal and ECO

Q51: Do you agree that stipulating strict regulatory quotas for partnering with specific types/numbers of third party delivery agents might be unduly burdensome, and the development of a brokerage model may be a more effective means of achieving the desired outcome?

The GGF doesn't know

Please explain:

The GGF think there needs to be more details provided on a potential brokerage model to adequately comment however, based on the information provided we would like to make the following comments:

The GGF does have some concerns on how this brokerage arrangement would work in practice however, we do appreciate that currently it is difficult for energy companies to meet their obligations because they cannot find suitable homes where measures can be installed. The GGF believe that the introduction of quotas for SME installers would assist the delivery of this obligation.

The GGF strongly supports access for companies of all sizes to the Green Deal market. The GGF view strict regulatory quotas for partnering with specific types/numbers of third party delivery agents as a necessary safeguard for the construction industry, and the protection of consumers from inexperienced suppliers who will value profits over other concerns, such as quality of workmanship, customer satisfaction, and safety.

The GGF supports an absolute mandate that SMEs should be included in provision of Green Deal measures, and a requirement that all qualified and approved installer companies of all

sizes be included on a central list which all potential customers can access.

If brokerage arrangements were to be agreed, careful consideration must be given to the contracts between the involved parties, including how customers would be informed of the relationship between parties. The GGF suggest that its Model Terms and Conditions document, which was developed in consultation with and agreed by the Office of Fair Trading, could serve as a standard contract for the glass and glazing industry within the Green Deal. The period in which installers must be paid must be short, and strictly defined, for the protection of the industry and to ensure the longevity of supply partners.

Q52: Do you agree that it is desirable that energy suppliers should have to fulfil some or the entire (carbon) obligation by spending money promoting measures through those organisations that are able to provide the most cost effective delivery options?

Disagree

Please explain:

The GGF does not agree with this approach if the energy supplier is to promote just one measure however, agree if the energy supplier promotes all measures. The oversight body will need to keep a check on which measures are being promoted to ensure this is not creating a bias on certain measures which benefit the Energy Company for their obligation however does not benefit the overall improvement of the existing building stock within the UK.

The Oversight body also needs to ensure SME installers are not being left out of the supply chain and the more expensive measures e.g. energy efficient windows are not excluded.

There also needs to be care to ensure a measure is not detrimental to the overall structure and performance of a building i.e. If solid wall insulation is installed; what is to happen to the windows? To undertake the work correctly the windows should be replaced or the existing windows removed and reinstalled on wider projection sills and possibly external linings. To not undertake this work correctly thermal bridging could occur, and potentially water ingress into the structure, and thus creating major problems in the building fabric.

Q53: Do you agree that we should seek a firm commitment from the ECO suppliers that they will use brokerage for a defined and significant percentage (e.g. 50%) of their obligation? If so, what level do you consider this should be?

The GGF agrees with the principle but, not the % split proposed.

Please explain:

The GGF believes that with this model ECO suppliers can use 50% of the energy levy for internal use and installation and the remaining 50% will go out to the wider market. The

GGF would like to see a greater percentage going to the free market (90%).

This approach is to prevent energy companies becoming providers and installers and removing large amounts of market share.

Q54: Do you have any further comments on the detailed design of a brokerage, or any alternative mechanism that ensures the most cost effective delivery?

Your answer:

The GGF believe the energy company with their obligation for carbon reduction should not be able to be a Provider and Installer to prevent them taking over market share and removing existing businesses from the market place.

Chapter 10: Consumer protection

Q55: Do you agree the Energy Ombudsman should have a role in helping customers secure redress in the Green Deal? If yes, what further powers will the Energy Ombudsman need to investigate compliance by Green Deal Providers and householders? If no, please explain why not.

No

Please explain:

The GGF does not understand why the requirement would be on the Energy Ombudsman for Green Deal. Each measure should use the relevant ombudsman for the sector e.g. replacement windows and doors should come under The Glazing Ombudsman (TGO) or be a member of a Trade Association which undertakes consumer complaints and conciliation service such as the GGF.

The role of the Oversight Body is to protect the consumer; in addition the current consumer protection legislation still applies to Green Deal contracts, why do we need more tiers of "protection" or costs.

If Green Deal would use the Energy Ombudsman; this would require Green Deal Installers becoming members of the Energy Ombudsman, the fees would be another added cost to the Green Deal scheme. The Glazing Ombudsman (TGO) has a code of practice for the installation of windows and doors and sets the criteria the products need to meet; would the Energy Ombudsman have the equivalent guidance for the industry standards to meet?

We do understand the relevance for the Energy Ombudsman to be involved with disputes regarding predicated and actual energy savings however, this would be a requirement for the Assessor and

Provider to be members of the Energy Ombudsman, installers would need to have their own relevant scheme.

Chapter 11: Setting the ECO and target metrics

Q56: Do you agree that targets of 0.52 million tonnes of CO₂ per year saved, and £3.4 billion reduction in notional lifetime costs of heating by March 2015 represents the correct balance between ensuring high levels of delivery and minimising costs that could potentially be passed through to consumers?

The GGF cannot comment because we have no basis to review this data

Please explain:

Q57: Do you agree with the estimated costing of this scale of ECO at £1.3bn p.a. as set out in the Impact Assessment? Do you have additional evidence on the costs and benefits of the proposed targets for consideration in further analysis

No

Your answer:

The GGF does have concerns that the Consumer and Business do not fully appreciate that they are paying in total £1.3bn towards providing these free grant measures. Currently consumers and industry through their fuel bills are paying £1.8bn towards CERT, CESP and Warm Front, with the reduction in this levy by £500m, will this result in a reduction in fuel bills or what will happen to this money?

The split in the ECO levy is 25% towards Affordable Warmth and 75% hard to treat sector, the GGF believe this should be 50:50 so there is less focus on solid wall insulation.

Q58: The division of the overall ECO between energy companies could be based on share of customer accounts or sales volume. Do you have a preference as to which metric should be preferred, taking into account possible impacts on distributional equity? Please provide evidence for your views.

Your answer:

The GGF believes the division of ECO should be based on the sales volume rather than number of accounts.

Q59: We propose that savings calculated through the SAP-based Green Deal Assessment methodology be used as the basis for ECO targets and scoring. Can you envisage any undesirable or inadvertent effects, that this approach might result in? If so, please provide details and evidence

Your answer:

The GGF would have concern that this approach may not utilise packages of measures. And that SAP does not recognise Window Energy Ratings (WERs). With SAP basing requirements on U value there could be occasions when windows will be removed and filled in to improve the overall U value rating regardless to the loss of natural light. In addition SAP from a given floor area will assume a % area of glazing – this may not reflect what is actually present.

The difference in VAT rate (reduced and standard) between measures and fuel prices would give an unfair disadvantage to replacement windows and doors who have to use the standard rate VAT. The GGF believe all measures within Green Deal should be VAT rated at the reduced rate.

Q60: Should targets and scores for the Carbon Obligation and/or the Affordable Warmth Obligation be expressed on the basis of the annualised savings of measures or the lifetime savings?

YOUR ANSWER:

The GGF believes that the overall economic lifetime savings for a measure should be used rather than annual savings; this is the correct and total way to determine effectiveness. The difficulty will be to determine the lifetime for the product – this could be 50 years plus for many measures

Chapter 12: Green Deal monitoring and evaluation and ECO administration

Q61: Is there other information the Government should collect in order to enable effective monitoring, evaluation and reporting on the performance of the Green Deal and ECO?

No

Your answer:

The GGF believes that there could be monitoring of fuel consumption before and after measures are installed in a building, the data can be provided from the energy companies. However, you would have to adjust the data to reflect the season i.e. a very cold winter compared to a mild winter would have a very different energy use. This also would not take into account the occupants change of use of the building.

Q62: Should DECC be responsible for administering the ECO, with technical functions outsourced to the private sector, or should Ofgem administer the scheme? Please provide evidence to support your views

Your answer:

OFGEM has relevant experience as a result of operating CERT and CESP therefore should operate ECO.

DECC being separate can view and comment to ensure the system operates correctly without being too close.

General comments

Q63: In addition to the specific questions asked throughout this consultation document, do you have any other comments on any aspect of our proposals?

1. Green Deal Providers create an additional administration and cost role, this will result in higher prices for products under Green Deal. There needs to be an alternative process to deliver a Green Deal scheme which removes process and cost yet retains control? The Provider is the customer interface for all measures and the link with finance. A Green Deal voucher system is detailed below which would simplify the process and enable control and consumer engagement. The Green Deal Provider will create extra costs due to the additional responsibilities required from them, these include:
 - a. Comply with the GD Code of Practice and have the GD Trust Mark.
 - b. Invest in a suitable "insolvency bond." No details on what such might cost but they will be very costly.
 - c. Arrange/manage a panel of GD assessors to meet consumer demand.
 - d. Assemble quotes for the measures for consumers from qualified installers, either parts of their organisations or sub-contractors.

- e. Hold a modified CCA licence, to enable them to provide credit terms through the finance mechanism.
 - f. Access GD funding under the GD finance mechanism and in compliance with the GD Golden Rule. Deal with consumer top-up's to that funding and ECO contributions, where appropriate. Working with "Brokerage" behind the scenes.
 - g. Ensure that the building's electricity supplier is informed so that they can arrange the monthly/quarterly billing of the GD measures' costs for the life of the GD plan.
 - h. Organise/manage the work to be done by the various trades involved. In other words provide H&S assessments and act as "clerk of works" on site.
 - i. Provide the building with an updated EPC when work is completed. Ensure the national EPC database is thus updated.
 - j. Handle all customer concerns pre, during and post installation works.
 - k. Provide IBG's and warranties for all measures, for the life of the plan.
 - l. Arrange for repayments to be routed from the Electricity supplier to the finance supplier and account for same to the building operator on at least a 6 monthly basis.
 - m. Deal with all customer complaints/disputes, involving arbitration as required, for the lifetime of every GD plan sold.
 - n. Absorb all consumer payment default charges.
2. An accurate EPC needs to be undertaken by an experienced independent surveyor, this will provide an accurate route map for an owner to improve their building. The GGF do not believe the SAP software will suitably undertake this role (windows will not reflect the accurate benefits) and square meterage of windows may not be accurate. The GGF has a calculator tool developed in conjunction with Energy Saving Trust – this uses the actual window meterage as well as reflect the benefits from solar gain via the Window Energy Rating.
 3. Golden Rule – the theory seems good but, this does not work in practice because the additional benefits windows bring to a building are not recognised as benefits under this tool. For just energy savings windows and doors do not make the pay back unless the finance is for a very long time which would require an IBG for 25 plus years. The Green Deal voucher scheme would reflect the energy saving element through Green Deal however the other benefits for changing windows would be financed by traditional methods. This approach could use a 10 year payback period to tie in with the current industry norm for warranties and Insurance Backed Guarantees.
 4. ECO. The source of potentially more funding for windows by grants however a greater % needs to be released to the open market to prevent Energy Companies undertaking everything in house to maximise pay back on their commitment.

5. VAT should be charged at a reduced rate for all measures under the Green Deal and for the energy cost savings
6. There needs to be a clear break down for the consumer and to prevent mis-selling on the costs for various measures and a separate charge for administration for Assessment and Provider administration. These should not be combined with the costs of installing a measure.
7. The GGF have concerns that from now until October consumers will delay any purchases of measures listed within Green Deal. If this were to happen, numerous companies would stop trading and staff be made unemployed. The Government need to keep this work low key until just before go live in October 2012.
8. Installers of measures meeting the requirements of PAS 2030, should benefit from Grandfather Rights to continue operating (because they have been proven to be compliant), with up to 5 years to demonstrate the operatives competence.
9. Green Deal Providers to provide choice of windows; mandatory for them to provide consumer with a list of approved suppliers/installers; Code of Practice should ensure that they are not tied to one installer to not change the existing supply chain or market set up. The Green Deal voucher scheme would make this a viable option and provide consumer choice.
10. Payments from a Provider to a window installer to be in accordance with Fair Payments or paid within 7 days of satisfaction/completion note or registration with the competent person scheme operator. Delayed payments would create major cash flow problems within the industry sector.
11. Scotland – there is currently no competent person schemes in operation, this will provide a distinct dis-advantage to the installers in the region trying to be approved Green Deal Installers.
12. Scotland – with some of the remote areas will there be an obligation for Providers to cover the whole of the UK? Certain geographical areas could be dis-advantaged creating a postcode lottery for eligibility to partake with Green Deal.

The Glass and Glazing Federation proposal for a simplified Green Deal Voucher scheme.

To simplify the scheme and to not exclude any installation business currently operating within the UK regardless of size (as long as suitably certified against PAS 2030) we would like to make the following proposal:

The Assessor undertakes their survey and produces a report for the measures that could be updated and improved.

For windows and doors this would show the energy saving and financial savings over 10

years (this would tie in with the existing warranty and insurance backed guarantees which exist in the sector). Details of the windows and doors to be replaced (number, location if not whole house and specification) need to be provided to ensure the calculated energy saving measured determined on the EPC are installed.

These financial savings less any Green Deal Provider administration fee would be generated into a voucher for replacement windows and doors, this could be redeemed from a Green Deal Approved Installer.

The benefits of this approach would mean all the other reasons a consumer wishes to replace windows and doors e.g. increased security, reduced maintenance, improved acoustics, improved architectural look, better ventilation etc could be sold to the building owner directly from the installer and not the assessor or provider who do not have the relevant product knowledge.

It should also be recognized that there is a massive amount of consumer choice for replacement windows and doors (unlike most of the other measures within Green Deal), these include:- type of material (timber, PVC-U, aluminium, steel, composite), style of window (vertical slider, tilt - turn, casement, fixed light), colour of product, glazing options, hardware options. These options need to be discussed between the installer and the building owner to prevent a "standard" Green Deal window which the consumer does not want being fitted.

The voucher can be taken to any Green Deal approved installer to get the work undertaken. The voucher would be redeemed from the Provider for payment on completion of the works, the homeowner will pay the Green Deal finance through their electricity meter and the balance direct to the window installer.