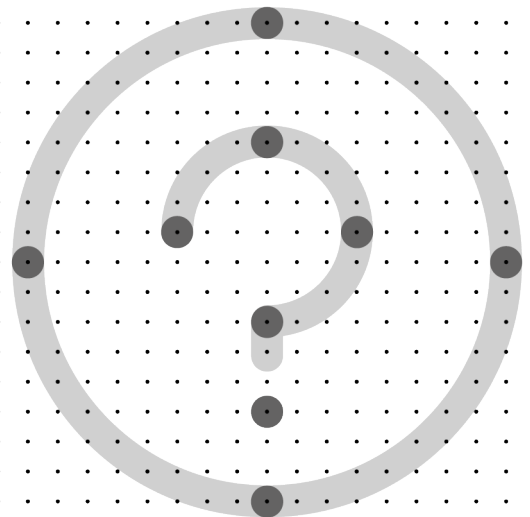


Complying with MCS 001

Guidance on the MCS Contractor Standard



This Guidance Document was prepared by the MCS Working Group 11.

It is published by The MCS Service Company Ltd on behalf of the MCS Charitable Foundation.

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ABOUT MCS

Giving you confidence in home-grown energy

With energy costs constantly rising and climate change affecting us all, low-carbon technology has a bigger and bigger role to play in the future of UK energy.

We're here to ensure it's a positive one.

Working with industry we define, maintain and improve quality – certifying products and installers so people can have confidence in the low-carbon technology they invest in. From solar and wind, to heat pumps, biomass and battery storage, we want to inspire a new generation of home-grown energy, fit for the needs of every UK home and community.

About

The Microgeneration Certification Scheme Service Company Ltd (MCSSCo Ltd) trades as MCS and is wholly owned by the non-profit MCS Charitable Foundation. Since 2007, MCS has become the recognised Standard for UK products and their installation in the small-scale renewables sector.

We create and maintain standards that allow for the certification of products, installers and their installations. Associated with these standards is the certification scheme, run on behalf of MCS by certification bodies who hold UKAS accreditation to ISO 17065.

MCS certifies low-carbon products and installations used to produce electricity and heat from renewable sources. It is a mark of quality. Membership of MCS demonstrates adherence to these recognised industry standards; highlighting quality, competency and compliance.

Vision

To see MCS certified products and installations in every UK home and community.

Mission

To give people confidence in low-carbon energy technology by defining, maintaining and improving quality.

Values

1. We are expert – ensuring quality through robust technical knowledge
2. We are inspiring – helping to reshape energy in UK homes and communities
3. We are collaborative – working with industry and government to create positive change
4. We are principled – operating in a way that's clear, open and fair
5. We are determined – supporting the UK's drive towards a clean energy future

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1 INTRODUCTION

This guidance document has been written to accompany MCS 001 (MCS 001-1 and MCS 001-2) issue 4 and above.

It provides guidance for MCS Contractors who are seeking to meet the requirements of MCS 001-1. The purpose of this guidance document is to describe how the requirements can work in practice. The guidance also provides some examples which may satisfy some of the requirements of the Scheme and MCS 001. This document may be used by all MCS Contractors on the Scheme regardless of their respective size, make up and approach.

In developing Issue 4 of MCS 001, many of the requirements have been simplified from earlier issues and some clauses deleted altogether. The overriding objective is that MCS Contractors use systems and procedures which ensure that every installation is compliant with the relevant MCS Installation Standards.

Clause 4 of the MCS 001-1 Standard contains the requirements for an MCS Contractor to organise itself and, by doing so, can ensure that each installation is compliant with the relevant MCS Installation Standards. This is important because assessment by a certification body can only be of a sample of installations yet all installations undertaken by the MCS Contractor need to comply. This should be the case if the Contractor's procedures and systems work effectively which is what the certification body is seeking to establish by the assessment.

Where an installation is found to be non-compliant then it is presumed that the procedures and systems are not effective and so other installations are also likely to be non-compliant as well.

If you have any suggestions for improvements to this document, please contact the MCS Secretariat via meetings@mcscertified.com.

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2 GUIDANCE ON SATISFYING CLAUSE 4 IN MCS 001-1

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
4.1	Quality Management System	The MCS Contractor shall operate a Quality Management System (QMS) which ensures every installation meets MCS requirements as described in the relevant MCS Installation Standard. This system shall be proportionate with the needs of the contractor's MCS business size and activities.	<p>It is the procedures and systems within a QMS which can ensure every installation is compliant. It shouldn't matter who actually undertakes the work if the systems and procedures are clear and they are followed.</p> <p>A QMS does not have to be a single document but simply a collection of documents and procedures which can be paper based or electronic. Some software packages include stepped procedures which can also satisfy this requirement (in full or in part).</p> <p>The QMS can be as large and detailed or as small and simple as appropriate for the size of the business as long as it is effective e.g. small business = simpler QMS.</p> <p>Unlike in earlier versions of MCS 001, the QMS now no longer has to address the clauses that follow-on from 4.1.</p>
4.2	MCS Licence	4.2.1 At initial certification, the MCS Contractor shall be eligible for a licence to use the MCS Certification Mark.	<p>This clause simply links into the sub-sub-licence agreement issued to all MCS Contractors.</p> <p>The sub-sub-licence includes various provisions in terms of use of the Certification Mark and cooperation with the</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>4.2.2 Once a licence is awarded, the MCS Contractor shall retain that licence by complying with the terms therein (which include the Mark Regulations and Brand Guidelines).</p>	<p>Licensee (the MCS Service Company Ltd) when investigating complaints.</p> <p>This clause also means that if the Licensee suspends or terminates the licence to use the Certification Mark then the Certification Body can also suspend or terminate certification.</p>
4.3	Trading Address	<p>The MCS Contractor shall operate from an identifiable physical trading address and the Accredited Certification Body shall verify this (verification may be via credit reports, Companies House, site visit, address section of a bank statement or similar).</p>	<p>Many Contractors may work almost exclusively from a commercial vehicle and that is acceptable. However, all Contractors must also have a physical address, even if just their home address, which can be used to contact the Contractor if necessary. PO boxes are not acceptable.</p>
4.4	Customer Care & Legislation	<p>4.4.1 The MCS Contractor shall be a member of and, when dealing with domestic customers, shall have agreed to comply with a code of practice (Consumer Code) which is relevant to the scope of business in the microgeneration sector and which is approved by the Chartered Trading Standards Institute (CTSI). Where appropriate, the documented management system shall address the requirements of the Chartered Trading Standards Institute (CTSI) Approved Consumer Code.</p>	<p>MCS Contractors can be a member of any consumer code approved by the Chartered Trading Standards Institute (CTSI) which is relevant to microgeneration.</p> <p>Certification Bodies will require evidence of this membership.</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>4.4.2 Regardless of, or in addition to, the requirements of the Consumer Code, the MCS Contractor shall comply with the following when dealing with domestic customers:</p> <p>4.4.3 The MCS Contractor must comply with all relevant consumer protection legislation currently in force.</p> <p>4.4.4 Where the MCS Contractor obtains sales (signed orders) or leads (prospects) from any third party, the MCS Contractor shall ensure the third party complies with MCS requirements including those of RECC. (See paragraph 4.10.1 below regarding Contracts.)</p>	<p>The clauses listed under 4.4.2 are intended to set out high-level principles for how MCS requires customers are treated as a minimum.</p> <p>Clause 4.4.3 reminds contractors that they are wholly responsible for ensuring the equipment they supply to customers is of good quality. Contractors should be cautious of using low quality equipment or materials simply because it may be low-cost.</p> <p>Clause 4.4.4 ensures that, regardless of how a sale or enquiry originates, the MCS Contractor must be certain customers are not misled. If a lead generator uses misleading messages in their campaigns then MCS Contractors shouldn't use them.</p>
4.5	MCS Contractor Personnel	4.5.1 The MCS Contractor shall specify both a named individual "Nominee" and a named individual "Nominated Technical Person (NTP)". This can be the same individual if the Nominee is technically competent. The responsibilities of the Nominee and the Nominated Technical Person(s) are set out in MCS 025.	<p>A named employee should be identified as the Nominee as the primary contact to liaise with the certification body. This person is ultimately responsible for the MCS Contractor's activities under the Scheme.</p> <p>A named employee, contract person, or subcontractor should be identified as the Nominated Technical Person (NTP). An MCS Contractor may engage the services of more than one NTP.</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>4.5.2 The MCS Contractor shall document who is responsible for each of the above roles and their deputy, where appropriate.</p> <p>4.5.3 The MCS Contractor shall employ sufficient competent resources to satisfy all MCS requirements. Resource under the direct control of the MCS Contractors can be engaged as employees or as contract personnel (the use of external personnel under contract is not Subcontracting in accordance with clause 4.10).</p>	<p>These roles should be documented somewhere so it is clear to all employees of the MCS Contractor who is responsible.</p> <p>Clause 4.5.3 seeks to enable an MCS Contractor to employ people on a freelance basis which may be more affordable and appropriate particularly if the business is young.</p> <p>This is different to engaging a subcontractor because:</p> <ul style="list-style-type: none"> • A subcontractor could be held liable for their work and have necessary insurances • The MCS Contractor would be liable for the training and workmanship of a freelance contract person in the same way it would be liable for its employees' work. They would also work under the MCS Contractor's insurances.
4.6	Continual Improvement	The MCS Contractor shall have procedures in place for continual improvement which ensure non-conformities are corrected and prevented (so not repeated).	The purpose of this clause is to foster a culture of prevention and continuous improvement. This can be achieved through, for example, regular reviews which feed back into improved procedures and/or staff training.

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
4.7	External Documents	<p>The MCS Contractor shall hold or have access to current editions of external documents relevant to the scope of approval to include:</p> <ul style="list-style-type: none"> • MCS Scheme and installation documents, guides and tools • Building Regulations and supporting documents/handbooks (as applicable) • Planning Regulations • Health & Safety Regulations 	<p>In previous versions of MCS 001 the clause for document control was far more prescriptive than it is now.</p> <p>MCS Contractors just need to be aware of the external documents they might need and where to get them from if they don't have copies.</p>
4.8	Software Control	<p>Where software is used for calculation or verification, the MCS Contractor shall ensure that the correct version of software is being used for the intended application.</p>	<p>The MCS Contractor should be able to demonstrate that they are using the correct version of software for the work they are doing. It does not always have to be the most up to date version but most software has the ability to update itself automatically so procedures aren't then necessary.</p>
4.9	Customer Requirements	<p>The MCS Contractor shall review orders, contracts and tenders to ensure that:</p> <ol style="list-style-type: none"> a) The requirements are adequately defined for each installation. b) The MCS Contractor has the resource and capability to meet the order/contract requirements. Where the time 	<p>Sometimes salespeople can over-promise and may be unclear in terms of what's actually been sold. This clause is intended to address that. At the very least the make, model and quantity of key components should be stated in any order or contract documents.</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>scales cannot be met, the MCS Contractor shall notify the customer when the order/contract can be fulfilled.</p> <p>c) Responsibility for obtaining planning and building control approvals is clearly identified.</p>	<p>It is also important for it to be clearly stated who is responsible for obtaining the necessary permissions when required.</p> <p>Most MCS Contractors will also be members of a Competent Persons Scheme so able to self-certify compliance with the Building Regulations.</p>
4.10	Contracts	<p>4.10.1 A contract for the sale and installation of a system shall be entered into only between an MCS Contractor certified for the technology type(s) in the contract, and a customer; and only this MCS Contractor shall register the system on the MCS Installation Database (MID) under their user account.</p> <p>4.10.2 An MCS Contractor may carry out work under subcontract to another MCS Contractor in which case the requirements in Clause 4.11 shall be satisfied.</p> <p>4.10.3 Where the installation is carried out on a domestic property but involves Third-Party Funding arrangements the MCS Contractor shall:</p> <ul style="list-style-type: none"> • Issue a zero/nominal value contract to the customer setting out the MCS Contractor's 	<p>This clause means that MCS Contractors cannot, under any circumstances, certify an installation and issue a certificate unless directly in contract with the customer.</p> <p>An MCS Contractor can act as a subcontractor but then the main Contractor must certify the installation (if MCS certified itself). Even then the main Contractor must comply with clause 4.11 when appointing another MCS Contractor as a subcontractor.</p> <p>Where the MCS Contractor is appointed and paid by a Third-Party Funder or investor (which is often the case where the funder is to benefit from incentive payments such as under the Domestic Renewable Heat Incentive) then the MCS Contractor must still agree a contract with the end-user customer. That contract does not have to require much in terms of payment (zero or nominal value) but ensures the MCS Contractor does have normal contractual obligations to the end-user</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>responsibility for commissioning the system and registering it on the MID and confirming that the installation will be fully compliant with the relevant MCS Product and Installation Standards</p> <ul style="list-style-type: none"> • Ensure that the work is covered by a separate commercial contract between itself and the Third-Party Funder, setting out each party's responsibilities in respect of the installation and also confirming that the installation will be fully compliant with the relevant MCS Product and Installation Standards 	<p>customer in terms of the quality of workmanship and any issues which may arise.</p>
4.11	Subcontracting	<p>4.11.1 In installations for domestic customers, any work within the scope of the Scheme not undertaken by employees or contract personnel of the MCS Contractor may be delivered by subcontractors provided that:</p> <p>a) There is a formal written subcontract agreement clearly setting out the scope of work to be undertaken by the subcontractor and the standards expected.</p>	<p>Clause 4.11.1 is self-explanatory and sets out the minimum requirements that need to be met when appointing a subcontractor to undertake work for domestic customers. The written subcontract agreement should set out in detail the standards of work expected and even refer to the relevant MCS Installation Standards.</p> <p>Clause 4.11.2 is designed to help MCS Contractors enter into more complex contractual arrangements where the customer is a commercial business (not a domestic homeowner) and still be compliant with MCS.</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>b) The MCS Contractor ensures the subcontractor has the necessary capacity and competency for their scope of work.</p> <p>c) The subcontractor possesses the appropriate insurances for their scope of work (e.g. Public Liability Insurance, Professional Indemnity Insurance etc.)</p> <p>4.11.2 In other limited situations (i.e. new-build projects where the contract is with the builder or developer, and commercial installations), it is permissible for the physical installation, setting to work and commissioning to be undertaken by others not subcontracted to the MCS Contractor provided that a contract between the MCS Contractor and the commercial client details the parties involved and the obligations of each.</p> <p>4.11.3 In all situations the MCS Contractor shall:</p> <p>a) Ensure all personnel involved have received relevant training (including relevant product specific training), can demonstrate competence for their scope of work and</p>	<p>Such arrangements are common where the customer may already have preferred Contractors. It allows for the MCS Contractor to certify the installations, where some of the work is done by others, provided the MCS Contractor provides appropriate training and supervision as set out in 4.11.3.</p> <p>Clause 4.11.3 applies to both situations i.e. domestic and business customers. The level of training and supervision increases the more the MCS Contractor uses others for its installations. The minimum number of installations that should be assessed to ensure compliance is based on the square root of the number of installations.</p> <p>Clause 4.11.1 and 4.11.3 together allow for MCS Contractors to set up what's sometimes referred to as Umbrella Schemes where they are reliant on subcontractors to undertake much of the installation from initial enquiry and sale through to commissioning.</p> <p>Umbrella Schemes could take different forms and still meet these requirements. An example could be a manufacturer being MCS Certified as a Contractor undertaking design and supply of equipment but using a national network of subcontractors to make the sale, site assessment, installation and commissioning. Such an arrangement would require the MCS Contractor to</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>records are maintained in accordance with clause 4.17</p> <p>b) Supervise and assess the work undertaken to ensure the requirements of the MCS Installation Standard for the technology installed are met. The number of installations assessed should not be less than the square root of the total number of installations rounded up to the nearest whole number (e.g. a new build site of 50 installations then a minimum of 8 should be assessed).</p> <p>c) Assume responsibility at handover that the installation is in full compliance with the relevant MCS Installation Standard.</p>	<p>train and supervise (including site assessments) those subcontractors to ensure compliance.</p> <p>Certification Bodies are required to also assess a number of installations during the annual surveillance where the MCS Contractor is heavily reliant on many subcontractors for its installations.</p> <p>It is important to note that in every case, regardless of how many or how few of the installations have been done by others, the MCS Contractor is wholly responsible for registering installations on the MID and for compliance with the MCS Installations Standards.</p>
4.12	Purchasing	<p>4.12.1 The MCS Contractor shall exercise care in the selection of products and materials to ensure those supplied to customers are fit for their particular purpose.</p> <p>4.12.2 Products and materials installed shall be new and not previously used.</p> <p>4.12.3 The MCS Contractor shall ensure those appointed to deliver ancillary services at customers' premises</p>	<p>Earlier versions of MCS 001 required MCS Contractors to maintain a master list of suppliers and a process for adding them to the list. This is no longer required. Most accounting systems, even those for small businesses, include suppliers' details and we no longer expect a detailed process for appointing them. What matters is that the product and materials used are of good quality and not second-hand. Where they are purchased from is for MCS Contractors to freely decide (provided they</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		(e.g. scaffolding) are competent and carry an appropriate level of Public Liability Insurance.	meet the requirements in the MCS Installation Standards).
4.13	Test and Measurement Equipment	<p>The MCS Contractor shall ensure that test and measurement equipment, whether owned or hired, is:</p> <ul style="list-style-type: none"> • Maintained in clean working condition • Used and stored in a workmanlike manner in accordance with the manufacturer's instructions • Consistently accurate and, where appropriate, calibrated. 	This clause is now far simpler than in earlier versions of MCS 001. There is no longer a requirement to keep records of equipment requiring calibration provided equipment is calibrated as per the manufacturer's requirements.
4.14	Product Handling	<p>4.14.1 All products and materials received shall be checked by the MCS Contractor to ensure that the correct product/material has been supplied and the quantities are correct.</p> <p>4.14.2 Where products or materials are rejected, the basis for this shall be recorded and steps shall be taken to prevent their unintended use. The MCS Contractor shall take action to arrange replacement or other suitable steps to address the identified problem.</p> <p>4.14.3 The MCS Contractor shall ensure that, where storage, handling, packaging, and transportation of products takes place, it is done in a manner that</p>	<p>This is further simplified from earlier versions of MCS 001. The clauses are designed to ensure products and materials are checked, don't suffer damage, and no damaged or faulty products are materials get used in customers' installations.</p> <p>Clause 4.14.4 is intended to make it clear that although customers can be asked to confirm receipt, where deliveries are direct to the site of the installation, they should not be held liable for ensuring everything is in good order or doesn't suffer damage during any temporary storage.</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
		<p>protects the product from potential damage and minimises deterioration.</p> <p>4.14.4 Where products and materials are delivered to, or stored at, the installation site the customer shall not be liable for inspection, storage or handling of those goods.</p>	
4.15	Records	<p>4.15.1 The MCS Contractor shall retain all key records for a minimum of six years.</p> <p>4.15.2 Records for each installation shall include the following, where relevant:</p> <ul style="list-style-type: none"> • Survey documents • Quotations • Orders/Contracts • Risk assessments • Commissioning checks • Relevant certification • Notifications under relevant local building regulations • Copies of MCS Certificates generated through the MCS Installation Database (MID) • Subcontract arrangements as defined in MCS 25 • Records identifying the individuals involved with the installation as defined in MCS 025 • Records demonstrating how the design and installation requirements for each MIS have been met. 	<p>This is self-explanatory and a period of six years is common across schemes.</p> <p>Records can be kept electronically provided that the electronic storage is secure and backed up regularly.</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
4.16	Complaints	The MCS Contractor shall keep a record of all complaints received (justified or otherwise) including the action taken to resolve each complaint and the action taken to prevent future similar complaints from arising. All complaints shall be dealt with in a timely and effective manner.	Previously MCS Contractors were required to have a written process covering how complaints are managed and resolved. This is no longer required provided records are kept (could be in a software package such as a CRM system) and they are dealt with quickly.
4.17	Training and competence	<p>4.17.1 All personnel undertaking the design, installation, set to work and/or commissioning activities must have received adequate training, and be able to demonstrate competence in each of the areas/operations in which they are involved.</p> <p>4.17.2 The MCS Contractor must have a record for each individual detailing their training and competencies for the MCS activities they are undertaking.</p>	<p>Copies of the current training, evidence of skills, competence, and/or qualifications of all employees involved in microgeneration supply, design, installation, set to work, commissioning and handover should be available.</p> <p>If subcontract firms or personnel are involved, current copies of their qualifications/evidence of their competence must be available, unless the subcontractor is itself MCS certified.</p>
4.18	Health and Safety	The MCS Contractor shall comply with the requirements of the Health & Safety at Work Act 1974, shall have a written health and safety policy statement where required by law and shall carry out risk assessments where necessary.	<p>A copy of the Health and Safety policy should be provided and the MCS Contractor should maintain a written record of all employees deemed competent on matters of health and safety. Evidence of completed risk assessments should be retained.</p> <p>In the accompanying Note to this clause, explicit reference is given to the Construction Design and</p>

Clause:	Activity:	MCS 001 requirements:	Comments and/or Example Scenarios:
			<p>Management (CDM) 2015 regulations as which applies to all MCS installations.</p> <p>Guidance on health and safety procedures can be found on the Health and Safety Executive website here: http://www.hse.gov.uk/simple-health-safety/write.htm</p>

3 SURVEILLANCE VISITS AND WHAT TO EXPECT

Whether you are already a certified MCS Contractor or going through the process to become certified, your business will undertake a surveillance visit (at least annually) or an Initial Assessment which will be carried out by your chosen Certification Body.

The format of the assessment completed by the Certification Bodies can differ, but under broad terms, you should expect the following to be undertaken during the assessment or visit in accordance with MCS 001-2 Clause 5:

- 1) An initial meeting between your company and the assessor to discuss the plan for what will happen throughout the day(s) during the assessment or visit. You should have received a visit plan/programme in advance and this opening meeting can confirm this or agree variations that might be necessary (for instance, to accommodate access to a customer's property).
- 2) An assessment of your company's system/methods for ensuring compliance to MCS 001-1 (see section 2 for examples of what this should contain). This may also include checks to ensure you are working to and comply with the current MCS Standards including the MCS Installation Standards (MIS) documents for the technologies your company installs.
- 3) If your business is having your annual surveillance visit, the Certification Body may check to make sure any previously corrected non-conformances are not being repeated.
- 4) Following the assessment or audit against MCS 001, the Certification Body will then generally complete one or more site visits of installations. These are to ensure that installations are being completed to the expected standard as detailed in the MIS document for that particular technology. Paperwork for the installation will also be assessed and may be cross checked with your company's relevant system/methods against MCS 001-1.
- 5) During the assessment or audit, the Certification Body may provide feedback and observations to your company and notify your company of any non-conformities during the closing meeting. You can discuss suggested corrective actions with the assessor at the end of the assessment. Certification Bodies cannot enter into consultancy. If there are non-conformities, your company will be given a set period of time to rectify these, MCS 001-2 requires these to be cleared within 12 weeks.
- 6) Depending on the number and nature of the non-conformities they can be cleared either by correspondence (the submission of written or photographic evidence) or by a revisit (which will usually be chargeable). The non-conformities must have been closed off before the Certification Body can grant MCS certification or notify your company has maintained its MCS certification.

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AMENDMENTS ISSUED SINCE PUBLICATION

Document Number:	Amendment Details:	Date:
1.0	First published version	16/12/2016
1.1	Update of clauses after separation of MCS 001 into two parts MCS 001-1 and MCS 001-2.	10/11/2017
1.2	Update to example requirements to accompany Clause 4.8.	22/08/2018
1.3	Rebranding of document, update of email and website addresses and cosmetic changes.	28/07/2019
2.0	Re-write to align with issue 4.0 of MCS 001	15/06/2020
2.1	Minor amendment regarding consumer codes.	20/10/2020