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Are you responding as an individual or on behalf of an organisation? Please select a category.

Category :Organisation

Organisation type:Property practitioners

Name of organisation:SHAP (Sustainable Housing Action Partnership)

Where applicable, please say how the views of members were assembled.

Your answer:In working groups at a meeting in JanuaryBy email

Would you like your response to remain confidential?

No

If you have answered yes, please say why:

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?

Please explain:In the main, yes. However concerns exist that the whole process is too complicated for the consumer. The quality of the technical and householder assessment is seen as key and should not be allowed to be watered down. There is concern about the potential for the quality of the assessment to suffer due to rogue operators. We also recommend that there should be a grant for householders to support payment for the assessment and feel this would help stimulate Green Deal demand.

Please upload supporting evidence here:Not Answered

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:The Green Deal demands a new person specification for an assessor/adviser.The assessor role is considered to fall into 2 parts – technical expertise consumer advice (not sales)The advice given at the time of assessment will need to be simple and logical and householder understanding will be required to achieve energy and carbon savings benefits from Green Deal installations. We feel that the assessor will need a comprehensive skills set covering:•Understanding of the measures and the implications of necessary conditions for those measures to succeed in the future•Property surveyor skills•A strong skill set in education and communications rather sales We have strong concerns that assessors meeting the criteria above will not be prepared to work for the kind of money that the Government thinks the market will stand by way of an assessment fee (£75 per dwelling assumed to be £25/hr (including salary, NI and pension, training, accreditation and business costs).

Please upload supporting evidence here:Not Answered

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:We recommend that there should be a grant for householders to support payment for the assessment and feel this would help stimulate Green Deal demand. The consultation suggests an assessment fee of £75 (p169 Impact Assessment) (£75 per dwelling assumed to be £25/hr (including salary, NI and pension, training, accreditation and business costs). Our experience is that current domestic energy assessors can be under-qualified and under-experienced to do the current EPCs and understand that is why the SAP rating and EPCs are being up-graded for the Green Deal. We currently spend £90 on EPCs which take considerably less time than a Green Deal assessment would. To make the Green Deal work will require several hours of surveying, data entry and analysis. It is estimated that a compliant assessment and advice session would take four hours in total and that assessor costs would be likely to be £100 per hour. We suggest that social landlords should be able to clone data as appropriate, in which case the assessment cost might be halved. We doubt that a reliable SAP rating could be undertaken and reliable advice given at the same visit. We are therefore concerned that the market would take shortcuts. Non domestic assessments take much longer and cost much more – the £250 might be sufficient for a very simple small business but would be unrealistic for more complex business premises. Non domestic assessments have been costing an order of magnitude more. We would be very concerned if cold calling were allowed. The Green Deal is a complex proposal and cold calling would not be an appropriate method of rolling out a programme or supporting consumers to make complicated choices. We also feel cold calling would not achieve street by street and area wide take up in an efficient or effective manner or provide ongoing support for the behaviour change required to achieve energy and carbon savings, thereby missing key objectives of the Green Deal. Evidence suggests that a dedicated programme of engagement with householders will lead to a better area take up and better longer term benefits as individuals will better understand how to live in retrofitted properties and use new equipment. We think the promotion of Green Deal so that it could be carried out with other work such as extension, boiler fixing etc could work well if the promotion is controlled through Green Deal safeguards.

Please upload supporting evidence here:Not Answered

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

Please explain:Yes, although the cost of such assurance will have an impact on assessment or other costs associated with Green Deal.

Please upload supporting evidence here:Not Answered

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:A Green Deal should trigger a new EPC with ten-year validity but with a simple and transparent fuel price inflator mechanism. This could be on the central database. It would report the original financial case and show how that improves over time as fuel costs inflate. It may also need to be discounted by measures costs reductions and adjusted for inflation: a simple action on a national database.

Please upload supporting evidence here:Not Answered

Q6 Do you think that the 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?

Please explain :SHAP is a housing partnership so it not placed to comment on non domestic buildings, however our generic views can be applied.

Please upload supporting evidence here:Not Answered

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

Your answer:SHAP is a housing partnership so it not placed to comment on non domestic buildings, however our generic views can be applied.

Please upload supporting evidence here:Not Answered

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

Your answer:As technology is changing rapidly, SHAP consider the annex should not be prescriptive but provide examples. Suggestions of where technology or thinking is changing can be evidenced with insulating shutters and solar shades. Thickness for thickness conventional thermal insulation is between 1.5 and 3-times better than conventional double glazing at reducing heat loss. Solar shading is becoming a feature of new buildings, including dwellings, where it is usually cheapest capital measures to combat summer time overheating that is an increasing issue for well insulated buildings. The Annex should allow for products such as solar shading to reduce reliance on air conditioning which is almost exclusively electrically powered and electricity is the most carbon intensive fuel system in current mainstream use. Draught-proofing and air-tightness measures could do to be better defined. Air-tightness testing should be included where air-tightness measures are recommended. Air-tightness measures must only be installed where there is effective and low carbon ventilation (passive or mechanical). Heat recovery ventilation should only be installed where air-tightness is sub 3m³/m².hr @ 50Pa or where dampness would otherwise be a problem with an associated health and/or repairs cost. Passive ventilation technologies should be included. Passive cooling measures should be provided for, e.g. phase change materials (PCMs) although we recognise that these need to be demonstrated to work effectively and data needs to be gathered to inform Appendix Q

calculations – at the moment we cannot simulate the benefits of PCMs. Solar shading devices and heat-rejection glazing films should be included.

Please upload supporting evidence here:Not Answered

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 existing Appendix Q process currently contains real and perceived barriers:The cost of certification is prohibitive to innovators. Government support should be earmarked (BIS) to assist bringing products to market with a certification loan repayable by a percentage of sales revenue. If the product does not feature in Green Deal then the loan will not be recouped. There is, therefore, an incentive for BIS to promote these products/measures generically; to maximise the returns.It is reported that there is a catch 22 whereby products not currently listed in Building Regs will not be assessed through the Appendix Q process. There are queries about the status of other accreditations and how to make products carrying such accreditations eg. ASTM, Det Norsk Veritas, DIN, TNO, CE, etc cost effective through the Appendix Q process.

Please upload supporting evidence here:Not Answered

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:Managing expectations around the Golden Rule is key. Information needs to come from Government/Local Authorities and not the private sector as evidenced by surveys on levels of trust across the private and public sector. It is most likely that people will be more comfortable in their own homes following Green Deal works but bills may not fall much. Fixed costs in bills will rise when Green Deal repayments are added so there will be less flexibility for those in low incomes to manage expenditure, particularly in the face of short term financial crises. More encouragement and education on the use of EPC, energy efficiency and promotion of products that save money is required. As with the automotive industry and electronics industry, consumers will choose better homes when they understand costs and different performance of similar items is clearly labelled. There are uncertainties about the impact of Green Deal liabilities on the value of properties and ease of selling/letting properties, particularly in the short term.Demonstration that Green Deal accreditation does deliver quality, reliability and trust both in the technology and assessors/providers and in their long term performance will encourage those less confident in allowing work on their homes to become engaged. . Confirmation that regulation will be introduced will make people think about carbon emission reduction; this could include carbon taxes and other linked restrictions, such as planning permission and building regs (as previously proposed) and restrictions on transfer of ownership/tenancy.Links to associated works, such as extensions, conversions, kitchen and bathroom upgrades and redecoration. There could be a link to low-cost finance and discounts for attaching carbon saving measures to home improvements, particularly for those who are approaching installation of energy reduction measures such as insulation through a DIY path.Incentives for un-intrusive packages, i.e. external insulation. lofts, replacement glazing ahead of internal insulation and heating systems.Although controversial when baldly stated, putting fuel bills in the public domain could encourage people to compare their fuel use with their peers and then helping them to understand what to do about reducing fuel use would be a simple message. People might then be more inclined to take out Green Deal finance to achieve genuine fuel bill savings.

Please upload supporting evidence here:Not Answered

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:The decision about hard to treat should be on the cost-benefit assessment of a range of hard to treat elements including solid walls, cavities, roof spaces, suspended floors. All measures should be designed to meet a defined standard that will mean the measure will not need to be upgraded in the future, to avoid paying twice for costs such as scaffolding.However, it is difficult to evaluate the relative merit of other hard-to-treat measures when there is no standard set for the thermal performance of treated solid walls and therefore no base-line measures-cost for solid wall insulation against which to measure the cost effectiveness of other hard-to-treat measures. If we assume that when treating a solid wall it only makes sense to achieve the optimum performance for our climate, you would expect treated walls to achieve rates of heat loss as low as 0.1W/m²K. This is the equivalent of 200mm of loft-style fibre insulation or 100 mm of higher performance foamed plastic insulation or 20mm of the very best insulation available (being vacuum panels). That would set the maximum cost for solid wall insulation in a defined range. At that cost level it is highly likely that some measures, including some hard-to-treat cavity walls and suspended floors would be as economically viable and could therefore be included. Some lofts are also an issue.The impact assessment does include some assumptions about costs and payback for solid wall and hard-to-treat cavity walls. The Impact Assessment lists a hard-to-treat cavity cost of £2000 whilst externally applied insulation is shown to cost £9398 (small semi-detached/end-of-terrace). The fuel savings per £ spent are likely to be much higher for externally applied solid wall insulation, where more insulation can be applied for comparatively lower marginal cost. On that basis you would expect hard-to-treat cavity walls to be in need of just as much subsidy.Hard-to-treat cavities should be included. There should be a distinction drawn between small cavities and non-traditional cavities and full-width cavities that are faulty.Small cavities and non-traditional cavity treatment should be prescribed at the time of issuing the Green Deal Assessment. Technical issues are dealt with in additional notes that follow in this section.Faulty cavities may not be identified until both client and provider have spent some un-recoverable money, i.e. at the point of installation, when a Golden Rule Green Deal suddenly fails the Golden Rule because of the failure in the cavity and the increase in cost of treating it. At that point, unless ECO steps in to underwrite the additional costs, the Golden Rule will be broken and the client may have to withdraw from the contract or the provider may have to absorb the additional cost. This could be a significant problem and could undermine the whole programme. I therefore recommend that there be a mechanism by which ECO can be called upon in these circumstances.Possibly as many as 7 million suspended floors should fit the cost/kgCO₂ saved model that works for SWI.The limiting factors on externally or internally insulating a wall are:•Access – rarely a problem, although for internal lining you will probably need to wait until a property is unoccupied if you are doing a proper job. This is so that you can deal with intermediate floor voids and stair strings where they are located against external walls.•Planning approval •Is the wall solid or is there some sort of cavity e.g. T/F, steel-frame, partially-filled cavity walls (i.e. those built with "part-fill" insulation batts) or dry-lined properties with plasterboard on battens or dabs – the cavities can be foam-filled provided the foam expansion rate won't push off any internal lining. If that were a problem you might be able to pour in sticky-bead insulation. It would be folly to externally insulate a cavity wall as the cavity is likely to be ventilated, even if not intentionally, and external air in that cavity would undermine the value of externally applied insulation

substantially if not entirely. Internally insulating might avoid the need to fill difficult cavities but to do internal lining properly is an art and more expensive than current market rates, which reflect imperfect applications, i.e. those that leave the intermediate floor and stair string untreated. It may be cheaper to remove linings from un-insulated or under-insulated buildings and insulate and re-line. This would work in T/F and dry-lined situations but is not recommended for steel-frame where as much insulation as possible, if not all, should be on the cold side of the frame to avoid interstitial condensation •What is the target fuel saving/U-value? If we are aiming to reduce carbon savings by 80%, by 2050 we will need wall U-values in the range 0.1-0.2W/m²K or with 200mm of loft-type (candy-floss) insulation. The thickness can halve with readily available foil-faced foamed plastic insulation boards and the thickness can be 1/10th with the very best technology available. It doesn't make sense to under-insulate when treating walls and have to go back in 30 years to do it all again.

Please upload supporting evidence here:Not Answered

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:We consider it essential that a target performance for solid wall insulation is specified. It would be impractical and foolish to return to a solid wall that had been treated using Eco subsidy to try and improve its thermal performance at a later date. The incremental costs of more insulation is minute in comparison with the overall costs of the measure. The optimum performance will have a costs range. That cost range for a given performance can then be used, like the Golden Rule, to establish the viability of other measures by comparison. We also identified that sloping ceilings (probably more than 50% of Victorian and Edwardian terraces plus dormer-bungalows and possibly as many as 7 million suspended floors should fit the cost/kgCO₂ saved model that works for SWI. We noted that because ventilation is essential when improving air-tightness (to combat condensation) it may be that the Golden Rule is not met for some whole-house packages – in which case ECO may need to subsidise a technically acceptable solution to hard-to-treat dwellings, especially if mechanical ventilation is accompanied by heat recovery. CASE STUDY - A bungalow with very small areas of horizontal ceilings created in loft bedrooms. External Wall insulation compared to energy and carbon savings from roof insulation This detached bungalow lost 33% of its heat through the roof . CERT/CESP was not allowable to treat the two accessible lofts because they are less than 65% of the total roof area.. Had it been solid walled, EWI would have cost circa £7500 to save a proportion of another 1/3rd of the heat loss (the proportion being a product of the thickness of the EWI and its thermal conductivity). In Golden Rule and ECO carbon saving terms EWI would have been ECO eligible. By the same token the roof should be. Actual savings for DIY loft insulation are: 80mm thick average and 53m² cavity wall insulation ; free of Charge by British Gas (worth an estimated commercial £550 inc VAT) under CERT reduced nominal heat loss through the walls from 1.4W/m²K to 0.31W/m²K. (EWI would save the same amount assuming the same resultant U-value but would cost rather more)! Roof treatments – conventional lofts 350mm x 24m² reduced U-value from 2.6 to 0.14W/m²K. 24m² of roof/inaccessible apex 75mm at 0.025W/mk plus 65mm at 0.022W/mK - from 2.6 to 0.13 and 24m² (floor plan) sloping ceilings from 2.6 to 0.11W/m²K. Floor insulation – heat loss 12% of total Timber suspended floors above a ventilated solum of between 750mm and 900mm deep. Estimated cost about £400 Floor heat loss was about 12% of total. Again in terms of VFM this ought to compete with EWI. The work done by URBED for the Retrofit for the Future programme showed a low cost and widely applicable solution for solid floors where costs and savings (/m²) would look similar to those for EWI. Insulating shutters will be expensive but will save energy and carbon; typically 15% of un-insulated heat-loss; half that where double glazing is already installed. They can reduce overheating as well. Estimated costs between £250 and £1000 per window and 12m² average per dwelling. Again, by comparison to EWI this should fit the model. Impact Assessment COSTS We have assumed that the costs of EWI of £160/m² reported in the Impact Assessment include the cost of finance and some cost of administration of ECO by the energy companies. Actual costings from one CESP programme is were approximately £85/m².

Please upload supporting evidence

here:https://econsultation.decc.gov.uk/decc-policy/green_deal_eco/consultation/download_file?squid=question.2011-10-24.4440010416-filesubquestion&user=ANON-3K

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:We suggest that fabric measures be undertaken as a priority. Only where all reasonable fabric measures have been installed, either with or prior to a Green Deal, should other non-fabric measures be considered for inclusion in ECO subsidised packages. We would argue that managed ventilation measures be included in fabric measures because fabric insulation, including draught-proofing, can cause condensation, mould growth and associated respiratory problems and damage to property in the absence of appropriately managed ventilation. There should be a hierarchy of cost per kgCO₂ saved for other measures and a threshold could be set for accompanying measures such that a package cost per kgCO₂ saved is not exceeded We see ECO as gap funding; paying the difference between repayment levels that meet the Golden Rule and the total cost of a package of measures. Without some cap, that could be a large subsidy. Our best guess of what a limit might be would be the value of the SWI in any given package, i.e. doubling of the value of ECO or measures with the same carbon-saving-per-£-spent as the SWI measure in any given package – whichever results in the lowest ECO contribution.

Please upload supporting evidence here:Not Answered

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.

Please explain:We suggest that there should be some reasonableness test based on a central database of Affordable Warmth activities. A £10,000 ECO grant that only saves £1 over its lifetime makes the home more affordable, but is not cost effective. The packages to be funded by ECO's affordable warmth criterion should meet the Golden Rule and merely use ECO to protect the household from its lack of financial resources. If the package doesn't meet the Golden Rule it should be a hard-to-treat property and should be funded by the hard-to-treat element of ECO. We think that any heat-pump installation must be accompanied by high standards of fabric insulation appropriately sized emitters and controls, whether installed alongside or prior to the heat pump installation. We also think that a heat pump installation must be accompanied by an occupant commitment to appropriate use of the system. We stress the need to ensure that managed ventilation accompanies any air-tightness measures. We think that any bio-fuel heating system must be fuelled from affordable local source (<20KM) and expected to be so for their working life. This probably needs to be by fuel supply contracts for the duration of the heating system.

Please upload supporting evidence:Not Answered

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 decision to repair a boiler rather than replace it is complex. It must account for the life-cycle of repair parts. If the boiler is less than 5 years old it should be repairable. If between 5 and 10 years old the boiler model should only have been on the market for a maximum of ten years at the point of repair. Between 10 and 15 years old a boiler is probably not worth repairing unless the repair is very inconsequential and can be affected by changing a part that is readily available and not just specific to that boiler. Boilers over 15 years of age should not be repaired. There needs to be a distinction drawn between service and repair. A repair should mean the replacement of a non-consumable part or component. In addition we do not think anything below a Band-E - 75% efficient (SEDBUK) rating should be repaired.

Please upload supporting document here:Not Answered

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 retrofitting of ground source heat pumps is complex. Very often the levels of thermal insulation and radiator sizes are not compatible with lower-cost operation of a heat-pump vis-à-vis another heat source, e.g. night-storage radiators. Ground source heat pumps deliver fuel savings if used appropriately. Appropriate use is different to that with other common heating systems. There is concern about the viability of air source heat pumps.

Please upload supporting evidence:Not Answered

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

Your answer:Modifying MCS or replacing MCS with an all-encompassing system would be preferred options to introducing a new system. There seems to be some misunderstanding of what MCS accreditation covers with the subcontracting of product performance causing confusion and leading to a belief by some that that MCS accreditation only addresses safety. Please also see our comments to Q9 on Appendix Q and the issues of high accreditation fees and monopoly of accreditation body.

Please upload supporting evidence here:Not Answered

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:Yes. Anything that enhances CO2 and fuel bill savings should be encouraged to help with achieving 2050 carbon emissions reduction targets. However, if the enhanced performance is lodged on the system, then the report should provide a spreadsheet that shows the hierarchy of product options. That will need to be normalised so that the normally expected premium for better performance is recognised and customers do not pay a premium just because the performance is better. We suggest that the metric should be whole-life cost per kgCO2 saved. This would ensure that high cost but relatively short life measures with enhanced performance don't get through unless they pay for themselves within their service life. We are concerned that the choice of product will be very heavily Green Deal Provider oriented so there should be a requirement on providers to establish that the customer has exercised their choice or knowingly abdicated choice to the provider. Providers should not be able to manipulate prices to steer customers away from products that might be better for the customer although not as profitable to the provider.

Please upload supporting evidence here:Not Answered

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?

Your answer:We are concerned about whether surety bonds will be and understandable and effective protection for the consumer. Our experience on claims made on surety bonds is of a long drawn out process which usually ends in arbitration. More clarity and thought on this is required i.e. Government and underwritten policy.

Please upload supporting evidence here:Not Answered

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?

Please explain:Yes, given the following: The Housing Ombudsman will only consider cases where the complaints procedure has been followed first. This model should apply here and all Green Deal providers should sign up to an industry approved complaints procedure including timescales. There need to be prescribed timescales on first response. Green Deal providers should not have outstanding criticisms of their Customer Service Levels by Regulators. We suggest that

complainants must be able to get through by phone on the first time of calling and a call back service provided to avoid long telephone waits with a reference number given at this point in the process. The Green Deal Provider must respond to the complainant within 24 hrs during the week and 67 hrs at the weekend, i.e. by Monday noon for complaints lodged after 5.00 p.m. on Friday night. At each stage communication should take place in no more than five working days. Communication should be by the complainants chosen method. Complaints handlers must have the recourses in numbers and skills to deal with complaints. There should be clarity around requirements on householder obligations. There need to be prescribed timescales on first response. Green Deal providers should not have outstanding criticisms of their Customer Service Levels by Regulators. We suggest that complainants must be able to get through by phone on the first time of calling and a call back service provided to avoid long telephone waits with a reference number given at this point in the process. The Green Deal Provider must respond to the complainant within 24 hrs during the week and 67 hrs at the weekend, i.e. by Monday noon for complaints lodged after 5.00 p.m. on Friday

Please upload supporting evidence here:Not Answered

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

Your answer:There must be a distinction between the “can't pay” and the “won't pay”. Where “can't pay” applies it should be possible for an ECO grant to retrospectively clear a Green Deal where it would have operated initially, i.e. if hardship starts after a GD has been taken. This might apply to the originating household or a subsequent bill payer. Where “won't pay” applies there needs to be a mechanism for regularising the situation. Currently if customer does not pay bill they can be put on a pre-payment meter. There must also be provision for bad debt and a percentage of bad debts should be included in the financial model.

Please upload supporting evidence here:Not Answered

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? Please provide evidence to support your views.

Your answer:Insurance backed guarantees tend to only cover original component manufacture and need to cover workmanship. Insurance should be an ABTA-like arrangement to cover situations where the original supplier/installer fails. Insurance backed guarantees should be back to back with any warranties and or guarantees from manufacturers or insurers. Self-insurance should not be allowed as even large companies can fail (Exxon, Bearings, Lehman Brothers, Equitable Life, etc) Such guarantees are likely to be better for the consumer with easier access than a bond.

Please upload supporting evidence here:Not Answered

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

Your answer:There are likely to be circumstances where flexibility around early repayment will be desirable/necessary. Credit Card issuers are not allowed to provide electronic statements without card holders consent. They are obliged by the CCA to mail them monthly. This is to help people budget their debts better. Green Deal statements should follow suit; for the same reasons.

Please upload supporting evidence :Not Answered

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 CCA should be extended to cover all Green Deal activity. This will ensure confidence is built into the market place.

Please upload supporting evidence here:Not Answered

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?

Your answer:Yes, it is necessary to afford greater consumer protection and a figure of 10% is suggested except where this might trigger an ECO grant.. It should also be considered how protection can be afforded if prices fall.

Please upload supporting evidence here:Not Answered

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

Please explain:Yes, but consideration given to question 25.

Please upload supporting evidence here:Not Answered

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: If at the outset the golden rule applies and the consumer is better off throughout the plan and the above suggestions would equate to earlier settlement of Green Deal plan then we would support this.

Please upload supporting evidence here: Not Answered

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

Please explain: Any flexibility in how the charge must benefit the customer and address issues of early repayment, deflation and changing technology. However the FITs review experience confirms that investors also need confidence if they are to be interested in Green Deal.

Please upload supporting evidence here: Not Answered

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: There should be no incentives, other than lower fuel bills and reducing CO2. Any available funding would be better spent on information campaigns and carbon reduction measures.

Please upload supporting evidence here: Not Answered

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?

Please explain: The Golden Rule principle strikes the right balance on the fuel rich, however further consideration on how the fuel poor, and social landlords can tackle Green Deal is required. There may be a funding gap to support all measures required to reach 2050 targets. The guidance does not clarify adequately what would happen if a fuel poor household requests a Green Deal in a home already subject to Decent Homes investment that doesn't have its cavity walls insulated, for example.

Please upload supporting evidence here: Not Answered

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?

Disagree

Please explain: NO. All bill payers contribute to the ECO pot. They should all have equal access to ECO funding. The criterion for ECO should be an assessment of the household's disposable income and unavoidable expenditure. This should form part of the household assessment. Many households are in fuel poverty because they are ineligible for state benefits. Social housing providers may not be able to pay for measures without increasing rent charges. In those cases ECO should be available to the social housing fuel bill payers. Also consideration should be given to rural households/communities who have been excluded from CESP funding historically. It is important that all tenures should be eligible for ECO to generate the critical mass of Green Deal contracts in whole area programmes. Experience confirms that social housing is generally found in areas of poorer housing stock and it is particularly important that the social sector leads on area wide programmes in these areas to avoid 'pepperpotting' and to create confidence and economies of scale to encourage those in surrounding rented and owner occupied properties to engage. By location, these non social housing tenants are likely to have stayed in the area due to low disposable income and are the key targets of the Green Deal programme from the Government point of view. They may not, however, be in receipt of benefits. ECO also needs to be generally available in the short term to drive down cost of SWI and other hard to treat measure through stimulating economies of sale. If social housing organisations are included this could redress amount of ECO spent on lower income households as long as the low income private/rented sector can be reached. A target driven approach to SWI is needed in the first year to achieve cost savings – this should have controls to spread the opportunity

Please upload supporting evidence here: Not Answered

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: There should be a response time target and a rate of up-take that is proportional to their market share across England, Scotland and Wales, so that all communities benefit and there is not an incentive for providers to focus on easy to reach groups. Higher targets should be set for harder to reach groups. Registered providers and local authorities have role in commissioning Eco schemes As happens with CESP rather than rival utilities competing in the same areas. There needs to be voluntary agreement based on market share.

Please upload supporting evidence: Not Answered

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:The exclusion of households living in social housing is inequitable.The inclusion of social landlords will automatically lead to more equitable distribution. Without external controls, fuel companies will cherry pick the lowest cost ECO households; leaving equity to chance. Some regulatory intervention will be required to set quotas (distributional safeguards), especially in social housing, where there are still some near-monolithic estates where ECO delivery would be attractively cheaper to energy suppliers.Local authorities should be empowered to set targets based on stock conditionRegulatory measures would be able to capture properties where tenants may be in fuel poverty eg 'outlawing' of F and G rated properties in the private rented sector.

Please upload supporting evidence here:Not Answered

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

Please explain:If social landlords are excluded from ECO for affordable warmth measures we must be able to refuse Green Deal request. DECCs comment is, 'the consultation document doesn't cover the concept of 'reasonable' consent. At present it is envisaged that parties will either give consent or they won't, no one should have aGreen Deal charge forced upon them and there won't be a reasonableness test to pass. If a landlord wished to withhold consent because the proposed Green Deal works would interfere with planned future works then the landlord would be within his rights to do so'. Also DECC said, 'where energy bills are paid directly by the landlord with the costs passed onto tenants as part of their rent or service charge, the landlord is effectively the bill payer (as they have the relationship with the energy supplier). In this situation a Green Deal could certainly be taken out on the property, with the landlord as Green Deal customer'.There is a perceived risk to tenants and social landlords of Green Deal packages without ECO as there will be a disincentive for landlords to take on Green Deal liabilities for bill payment in void periods

Please upload supporting evidence here:Not Answered

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

Your answer:A separate consent process with a separate document that they sign, but in plain English and at least 7 other languages and a link to a web video with subtext and sign language and a staffed helpline to provide advice.

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:Property professionals and landlords including social landlords need to be under the same duty to discharge, this should be in the form of the Green Deal EPC. This form needs to be significantly different to a normal EPC. Failure to disclose is a breach of professional negligence. Landlords and vendors should be treated exactly the same as private householders. The disclosure should be at the top and on the front of sales/lettings particulars from the very first version.

Please upload supporting evidence here:Not Answered

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

Your answer:No views at present

Please upload supporting evidence here:Not Answered

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:No, it needs to be very clear to the consumer so a black and red approach and 3 calendar months is an appropriate time limit.

Please upload supporting evidence here:Not Answered

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

Please answer:Yes, but with a safeguard for individuals who cannot pay due to redundancy, illness, disablement or circumstances beyond their control such as being subject to CPO.

Please upload supporting evidence here:Not Answered

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

Your answer:

Please upload supporting evidence here:Not Answered

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

Your answer:

Please upload supporting evidence here:Not Answered

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:

Please upload supporting evidence here:Not Answered

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

Your answer:

Please upload supporting evidence here:Not Answered

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 system should facilitate a single membership and accreditation for all processes, supported by an inspection scheme, rather than add to the plethora of memberships and accreditations that are currently required and make multi-skilling, especially in the building services sector, particularly costly and therefore prohibitively expensive. For example, Gas Safe should be in a position to certify electrical engineers for 17th edition electrical installations and NECEIC should be able to certify gas fitters for explosive gas installations and gas under pressure. Diagram 7.1 illustrates the importance of this as a customer could end up employing a heating engineer and a solar water heating system installer who interface at the heat store and controls. Subsequent problems always result in disputes as to where faults lie as a result of these split responsibilities. A CHP system would be worse, involving a heating engineer; a gas fitter; an electrical engineer and a motor mechanic who could all refuse to accept responsibility for a failure. Demarcation like this could stop the Green Deal in its track the first time a system breaks down. There should be agreement amongst existing accreditation bodies on how to provide a single process for all Green Deal activities.

Please upload supporting evidence here:Not Answered

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 system should facilitate a single membership and accreditation for all processes, supported by an inspection scheme, rather than add to the plethora of memberships and accreditations that are currently required and make multi-skilling, especially in the building services sector, particularly costly and therefore prohibitively expensive. For example, Gas Safe should be in a position to certify electrical engineers for 17th edition electrical installations and NECEIC should be able to certify gas fitters for explosive gas installations and gas under pressure. Diagram 7.1 illustrates the importance of this as a customer could end up employing a heating engineer and a solar water heating system installer who interface at the heat store and controls. Subsequent problems always result in disputes as to where faults lie as a result of these split responsibilities. A CHP system would be worse, involving a heating engineer; a gas fitter; an electrical engineer and a motor mechanic who could all refuse to accept responsibility for a failure. Demarcation like this could stop the Green Deal in its track the first time a system breaks down. There should be agreement amongst existing accreditation bodies on how to provide a single process for all Green Deal activities. Any vested interests should be challenged and a system that gains customer confidence without restricting access to the industry should be supported. Validation should be easy and effective.

Please upload supporting evidence here:Not Answered

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

Please explain:Reducing the impact of sudden changes in the year round profile of bills should be considered whichever bill the Green Deal charge is attached to. The consultation suggests that it would be better to secure savings on winter gas bills by attaching Green Deal charges to electricity bills. However this also means that summer electricity bills will rise. The assessment should model the impacts of a charge on energy bills and offer the consumer the choice. Energy companies have already had to deal with the costs of recoding computer programmes to deal with dual fuel. This suggests that costs would not therefore be prohibitive in offering consumers choice of where Green Deal charges should be levied. If consumers were offered the choice of which bill to attach the Green Deal charge to, consideration would have to be given to what happens if someone stops using gas. It is less likely that they would stop using electricity. Low income households on Pre-payment meters (PPMs) shouldn't have a Green Deal; they should have had an ECO grant for 100%. There should only be ECO if there is debt. There must be distinction between late payment - a cash flow or won't pay issue and genuine debt - an inability to pay fuel bills.

Please upload supporting evidence here:Not Answered

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.

Yes

Your answer:Yes - as they also have liability for debt

Please upload supporting evidence here:Not Answered

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

Your answer:No, the Green Deal charge should be included in the bill as an identifiable item. This is a simple system charge. However clarity must be given on whether the fuel or Green Deal charge is the priority debt.

Please upload supporting evidence here:Not Answered

Q48 Do you agree with the proposed 72 hour period for the transfer of payments? If not, please suggest an alternative with appropriate supporting evidence.

Agree

Please explain:Yes - note this question is wrongly labelled as 48

Please upload supporting evidence here:Not Answered

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:Yes – the Green Deal payments should be held in a separate bank account like that held by GD providers?Alternatively the balance should be covered by insurance.

Please upload supporting evidence here:Not Answered

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:No, although targets for hard to reach groups at question 32 may disproportionately affect larger providers. Evidence needs to be collated and if applicable Green Deal trading can operate.

Please upload supporting evidence here:Not Answered

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.

Agree

Please explain:

Please upload supporting evidence:Not Answered

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:We cannot comment on the value of the administration fee. We suggest that the collection of the administration fee should not give rise to additional administration and that the fee should be deducted as a regular % from the bills at whatever interval they are collected as the relevant proportion of the annual fee.

Please upload supporting evidence here:Not Answered

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.

Agree

Please explain:

Please upload supporting evidence here:Not Answered

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?

Agree

Please explain:The brokerage model sounds at face value to be an effective approach to achieve the desired outcome, however in an open market approach the supplier must be excluded from operating as the broker to ensure sellers and buyers are brought together without supplier influence.

please upload supporting evidence:Not Answered

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

Please explain:It depends on what determines cost effectiveness. It is more cost effective for an social landlord to have a framework contractor deliver additional measures than to break up the work and have split responsibilities for after care, e.g. the arguments that break out between heating engineers and solar water heating installers when a fault arises and neither supplier wants to admit liability. Under CERT and CESP the energy companies have been able to argue that social landlords costs are not competitive without opening their books. If the energy supplier's "bid" to the brokerage had to accommodate any premium resulting from the inefficiency created by splitting up a social landlords framework contracts this might level the playing field. There is a perception that suppliers could exert too much control on how this money is used to promote measures and which delivery partners are used.

Please upload supporting evidence here:Not Answered

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?

Agree

Your answer:100% should go through the Brokerage system. The consultation doesn't mentioned the word "Tax" so we assume this is not an issue. The cost of the third party will exist whether it transacts 1% or 99% so we would support ECO being brokered through a blind bidding process. We foresee that this would stimulate efficiency as, in this model, an energy supplier might receive ECO funds from an inefficient competitor, putting pressure on energy suppliers to be efficient.

Please upload supporting evidence here:Not Answered

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 brokerage system should be independent of any energy company. More detail is required to encourage local delivery partnerships and to understand the commercial models and incentives arising from management of fluctuating carbon prices. Complexity may exclude local Green Deal delivery partnerships. There must be clarity about how much commercial imperative is driving suppliers in influencing low carbon initiatives in self interest over that of communities or others.

Please upload supporting evidence:Not Answered

Q55 Do you agree that 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.

Yes

Please explain:Yes. The Ombudsman will need an audit trail of that Green Deal from enquiry to-date and they will have to be able to call on independent witnesses, e.g. unrelated assessors etc. The audit trail should show the times involved since the complaint was raised. One of the problems is getting through to energy companies on the telephone. It can take hours to get through to an assistant to talk to and that often means that it takes days to get through because customers can't spend hours hanging on the 'phone. A call-centre should have an automated system that logs name, contact telephone number and a convenient time to call back and should issue a reference number with a time and date included. The issue of that reference number starts this clock ticking and the customer should be contacted within a set time and that contact should be recorded and time and date stamped and a written record should be shared with the customer. The record can be read out at the time it is entered and only posted/e-mailed at key stages. The Energy Ombudsman would need adequate resources, including adequate technical skills. Customers need a single point of contact and quick response to first contact.

Please upload supporting document here:Not Answered

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?

Please explain:We do not have adequate information to comment, although members have requested an explanation of the statement. We would like to think that these notional targets are not only achievable but are at the low end of what we would wish to be delivered. A business overhead target should be set as a

control on excessive management and administrative costs which will be likely to come from increased delivery to support efficiency but with attached quality of service targets.

Please upload supporting evidence here:Not Answered

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?

Disagree

Please explain:The costs quoted in the impact assessment are considerably higher than those reported within current CESP contracts. It could be that there are additional administrative costs that the Impact Assessment is reflecting, ie energy supplier costs in the administration of CERT/CEP transferred to managing ECO that the customer doesn't see. It appears that the whole ECO scheme (and Green Deal) has a heavy reliance on the ability of privatised Energy Companies to effectively manage and efficiently deliver the programmes to target. We would welcome the opportunity for new entrants to enter this market and increase efficiency through competition. The proposed value of ECO needs to balance the need to support objectives of fuel poverty alleviation and tackling hard to reach stock with keeping ECO charges on fuel bills down.

Please upload supporting evidence here:Not Answered

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:We would like to see a response time target and a rate of up-take that is proportional to the energy company market share distribution pattern across England, Scotland and Wales, so that all communities benefit and there is not an incentive for providers to focus in easy to reach groups. Higher targets should be set for harder to reach groups. Customers contributing to the ECO fund and should have proportional access to its defrayment. The ECO contribution should relate to sales volumes as this would relate to the carbon impact of sales generated e.g. the more carbon generated power you sell the higher the ECO distribution (Carbon Impact => ECO). We would also like to see whether the ECO obligation could be opened up to the wider market as an opportunity for non sector companies to bid for: driving low carbon innovation and low cost delivery; rather than leaving it the hands of the big 6 energy companies

Please upload supporting evidence here:Not Answered

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 use of SAP will provide some continuity. However, we are concerned that SAP is too blunt for the Golden Rule. On its own the SAP would inflate the carbon savings that would be assumed to be made. There needs to be reference to household assessment. Many household assessments will down-grade the carbon that could be saved and therefore increase the requirement for ECO. The target and scoring has to be based on the same methodology so ignoring behaviour would tend to cause considerable underscoring to be the norm. Also the SAP approach must be entirely consistent. The Assessment should be lodged so that Electricity suppliers can use the same data. We should be using Full SAP (provided for in Chapter 1; Para 22) with better control of assumptions and evidencing of the basis on which assumptions have been made. The occupancy assessment should modify the carbon savings. However, if there isn't a fuel bill there can't be any savings - indeed we might fund, through ECO, measures that cause the use of more fuel and the emission of more carbon because the comfort, health and safety associated with those measures is affordable for the occupant in future. We query how this SAP based methodology takes into account the adoption of low carbon energy generation technologies by the property owner or the use of information through intelligent meters and SMART sockets to better manage energy demand and use in the home?

Please upload supporting evidence here:Not Answered

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:We see pros and cons to both approaches -Lifetime savings –some technologies listed for the Green Deal (albeit at some time in the future when they are more cost effective) e.g. solar Photo-Voltaics have a notional performance drop-off rate which could be masked by annualised savings if they could be skewed to year one performance rates. Annualised saving –the low carbon interventions cannot be guaranteed to provide the savings over a lifetime and some may well need replacing / repairing updating.

Please upload supporting document here:Not Answered

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?

Your answer:There should be a licensed regulated scheme to collect robust, accurate data. Data collected through smart meters should be obtained on a like for like basis and available through an independent accredited body. Impacts of changing circumstances should be captured ie changes to information in the householder assessment either at the point of transfer of bill responsibility or when issues of can't pay/won't pay or early repayment arise so that Green Deal expected benefits through outcomes can be monitored.

Please upload supporting evidence:Not Answered

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 should administer the scheme based on track record and consumer confidence

Please upload supporting evidence here:Not Answered

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

Your comment:SHAP partners responses are based on experience and on the evidence presented in the following reports: Beyond Decent Homes Standard 2009; Community Green Deal 2010 which can be viewed at <http://www.shap.uk.com/projects> . These reports provide evidence of metrics for retrofit standards and a methodology for delivery of the Green Deal at scale along with recommendations on how to achieve the maximum benefit from investment through Green Deal for communities and the economy. Worked examples look at the feasibility and necessary scale for delivery in different geographical areas and housing stock types and at supply chain opportunities, including definition of a 'kit of parts'.SHAP partners also assisted with establishing the scale of opportunity for housing retrofit in the West Midlands and the report produced by WMRA and AWM can be found at http://www.wmra.gov.uk/documents/Housing/LowCarbonHousingReport_web.pdfThe file of reference documents we would like to include is 20mb which is causing a bad gateway error when they are attached. Please contact co-ordinator@shap.uk.com if you would like a file with these documents rather than the web links to them above. The comments presented in this consultation Questions 1 - 62 here represent those of a range of SHAP Partners and have been agreed collectively.The comments that follow in Question 63 are additional comments received from a number of individuals which accord with group discussions but which have not been formally approved collectively. Representatives from the following organisations contributed to this consultation response through attendance at a workshop and by email follow up:WorkshopLocalise West MidlandsBlack Country Housing GroupEonWalsall Metropolitan Borough CouncilWalsall Housing GroupEnergy saving co-opGreen Energy NetworksCalfordseadenMidlands Environmental Business ClubWest Mercia HousingEncraftHCAE H SmithWolverhampton City CouncilBullock ConstructionWolverhampton UniversityWatesThomas ValeInexWMCCERooftop HousingEnergy Savings TrustThomas ValeWest Midlands Kickstart PartnershipStoke on Trent City CouncilHHLSouth Shropshire Housing AssociationAccord Housing GroupCentricaGreen StructuresWalsall Housing GroupTrent and Dove HousingRugby Borough CouncilUniversities West MidlandsBromford GroupThese organisations were unable to attend the workshop and have been informed of the outcomes of discussion but have not sent disclaimers to any of the responses entered above.Family Housing AssociationOptima Community AssociationOrbit GroupSustainability West MidlandsLovell PartnershipsShropshire CouncilEnglish HeritageBirmingham City CouncilNHFCConstruction skillsWolverhampton HomesThe additional comments individual partners would like to make are:There should be an independent check on the Golden Rule assessmentLocal Authority planned and cyclical programmes can be good application tools for delivery Affordable warmth should be linked to Decent Homes prescribed standard – with active engagement of the hard to reach Will the Green Deal Strategy be able to generate enough interest to deliver national scale of benefits ?How will the Green Deal identify District Heating System/area based low carbon infrastructure potential and include this in a building by building assessment approach? Without this, opportunities to link properties to waste to energy etc will be lost and single building installations will be made at greater cost.The Green Deal should not be presented as a 'building' programme due to the view of the risk of becoming involved with 'cowboy builders'. There must be strong partnership working between the Local Authority Planning, Regeneration and Building Control and Green Deal delivery organisationsThe use of the Local Authority Brand presents a big opportunity to build trust in the Green DealIncentives are needed to engage people and there are huge reputational risks for the Green Deal if bad experiences are undergone or reportedABTA made foreign holidays accessible – Green Deal needs to look at this Assessments need to examine the overall impact of a Green Deal - not just energy Assessments should clarify whole life costing calculations usedGreen Deal should facilitate innovation and bringing to market of products - any barriers to this should be removedSocial housing has been responsible for leading on pilot and demonstration projects and scaling up whole house retrofit on a street by street and whole area basis. Social housing lead is critical to the success of Green Deal. However, the Green Deal consultation raises issues of lack of control of social housing providers over their asset management programme phases and designed solutions if tenants are able to individually engage in Green Deal opportunities. There are also complex questions about delivery models to ensure the most efficient solutions and equitable cost allocations can be realised through Green Deal. Social housing organisations already manage an approach to preserving equity for tenants across housing stock, which requires a range of different appropriate retrofit solutions, who will benefit differently from investment and any consequent savings in energy bills. It is also critically important to recognise the work done by the social housing sector on householder engagement and support and the importance of building and maintaining trust throughout the design, installation and operation phases of retrofit works and low carbon technologies. Green Deal delivery models are being investigated. It would be effective and efficient if DECC could bring these together for publication to save reinventing of the wheel and the need for repeated pilots to test models.Existing funders of the social housing sector will have to give consent for retrofit activities. This needs further discussion.There are serious concerns about the risks of mis-selling.Rents could be linked to EPCs. This would incentivise the rented sector but timescales need to be appropriate as a package of measures may be required which would fall across one or more asset management cycles. There seems little benefit in ripping out recent work before the end of its design life to install new measures unless the existing building energy performance is very much worse than that of the average stock. The proposals are very complex and open to abuse if adequate metrics and monitoring are not in place. The economics of the investment should be considered in the package i.e driving new product innovation and sourcing and ensuring that there is an effective process to get new product onto the approved product list.Whole life costing must be part of the assessment and performance processClear minimum performance standards should be set.There is a need to give clear information about the whole house package or any package of measures.There must be adequate competency standards for assessors and spot checks for quality.There needs to be more guidance and clarity over householder obligations to ensure that the anticipated benefits in terms of energy savings, carbon reduction, bills, warranty protection, product lifetime etc are all able to be realised and not compromised by consumer behaviours.More clarity is needed over requirements for Green Deal programmes to deliver whole area /cross sector retrofit ie overcome cherry picking issues and how such programmes would be successful if ECO restrictions are applied to social housing sectorThere are concerns over the costs of bonds/warranties/administration charges. An incentive for householders would be to simplify energy tariffs following take up of a Green Deal package with confirmation that the best tariffs would be advised to customers pro-actively.Should ECO charges be levied on the bills of the fuel poor if they have not benefitted from ECO funding?Impacts of changing circumstances should be captured ie changes to information in the householder assessment either at the point of transfer of bill responsibility or when issues of can't pay/won't pay or early repayment arise so that Green Deal expected benefits through outcomes can be monitored.

Please upload supporting evidence

here:https://econsultation.decc.gov.uk/decc-policy/green_deal_eco/consultation/download_file?squid=question.2011-10-24.2843584737-filesubquestion&user=ANON-3KC