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Woodsure Quality Assurance Scheme

## Rules and conditions for registrants

## Introduction

Woodsure is an independent, not for profit organisation that has worked with the wood fuel industry to raise standards of wood fuel production and supply throughout the UK.

Woodsure Ltd. Is a wholly owned subsidiary of the Cleaner Safer Group Ltd. Together, we work to deliver the Woodsure Quality Assurance scheme, and support Woodsure stakeholders.

The Woodsure scheme is a voluntary wood fuel quality scheme offered to wood fuel suppliers who produce and supply wood fuel to recognised International Standards or other customer specific standards.

Fuel suppliers undergo an assessment of their production and/or trading processes and are required to demonstrate that they can consistently supply fuel to recognised specifications. Once approved, a Woodsure supplier can promote their business and demonstrate to their customers that they operate under a regulated scheme.

## Explanation of Terms Used in These Conditions

Woodsure ~ means Woodsure Ltd. A not-for-profit company and subsidiary of the Cleaner Safer Group Ltd.

Certification ~ means the wood fuel certification scheme to which the participant is approved.

Woodsure Supplier/ Scheme registrant/ Registered Supplier ~ means the approved status of a wood fuel producer / supplier named by the scheme Certification body.

Wood Scheme Standard ~ referred to as the “Woodsure Standard” – General requirements for producers and suppliers. The Woodsure Standard is based on EN 15234 and is used to demonstrate quality management systems are in place to produce a consistent product.

Depot ~ means an additional outlet of the Woodsure Supplier named as a depot(s) in the Scheme Certificate of Approval.

Wood fuel ~ denotes firewood logs, pellets, briquettes, woodchips and hog fuel from woody biomass material suitable for use as a fuel.

Ready to Burn ~ a scheme administered by Woodsure in support of the Air Quality (Domestic Solid Fuels Standards) (England) Regulations 2020.

Woodsure ~ a wood fuel quality scheme which checks wood fuel producers to ensure that they produce and supply Woodfuel to the correct standard.

BSL ~ The Biomass Suppliers List (BSL) is a list of wood fuel that has proven it meets the eligibility requirements for the Renewable Heat Incentive (RHI) scheme.

DEFRA ~ The Department for Environment, Food & Rural Affairs appoint Woodsure to administer the Ready to Burn scheme.

Equivalent Standard ~ A standard that has been examined by Woodsure and has been demonstrated to meet at least the minimum Woodsure standard.

The Timber Standard for Heat and Electricity ~ UK Government Standard for wood fuel based on the principles set under the UK Government Timber Procurement Policy.

The UK Government Timber Procurement Policy (UK-TPP) ~ Policy covering the purchasing of timber and wood products, including woodfuel.

Sustainability Criteria ~ Requirements based on the Timber Standard for Heat and Electricity; aligned to the criteria as detailed in the Renewable Heat Incentive Regulations (as amended).

## Rules and conditions for registrants

### 1 Summary Requirements

- 1.1 By applying for and then renewing their registration on the Woodsure scheme, registrants agree to comply with the scheme Rules and conditions for registrants and the requirements and guidance of the Woodsure Standard, as published by Woodsure. It is the responsibility of Registrants to keep themselves updated on the scheme Rules, updated guidance relating to compliance and conditions for registrants.
- 1.2 The scheme is open to any fuel supplier wishing to demonstrate that they operate under quality management systems for the sourcing of raw materials; production/processing; and /or the supply/ trading as such woody biomass products that are intended to be used as fuel in appliances for heating and cooking. Fuel supplier types include:
  - Producer only selling wholesale to traders.
  - Producer/trader selling direct to the end user.
  - Trader buying wholesale and selling to the end user (physical or paper trader).
  - Self-Supplier sourcing and processing raw materials and fuel and supplying only to their own boiler. A self-supplier cannot sell their fuel to an end user
- 1.3 The scheme requires appropriate procedures for: sourcing raw materials, processing of raw materials to a defined specification, identification of fuels, and the arrangement for the delivery of fuel to the point of sale or to the end user. For traders, many of these procedures would be down to how you source your fuels and approve fuel suppliers. Regular defined fuel types include:
  - Firewood.
  - Woodchip produced using blades usually from virgin material.
  - Hog fuel produced using hammers usually from waste wood.
  - Biomass briquettes
  - Biomass pellets
- 1.4 The Production and trade of fuels covers those originating from the following sources:
  - Products from agriculture and forestry
  - Clean and untreated wood waste, (wood waste which may contain halogenated organic compounds or heavy material as a result of treatment with wood preservatives or coating, and which includes in particular such waste wood originated from construction and demolition waste out of scope for this scheme.)
- 1.5 A Woodsure Supplier must have a formal quality management system in place that aligns with the Woodsure Standard, which considers, where relevant:
  - Purchase or sourcing of raw material, documenting origin, legality and sustainability
  - Factors that influence the processing of fuel which impact on the fuel specification, and that production is controlled through:
    - » Identifying steps in the process chain
    - » Recognising Critical Control Points
    - » The availability of suitable processing equipment, test equipment and methods to ensure appropriate processing and control at Critical Control Points
    - » Control of non-conforming materials / fuels
    - » In the case of traders, approval of the suppliers they buy fuel from
  - Transportation, handling of storage, during and after production
  - Recognise and identify the final fuel specification – Point of sale product declaration/labelling

- 1.6 Legality and Sustainability are key requirements that must be able to be demonstrated by the Woodsure supplier, whether producing or trading. To demonstrate sustainability the suppliers of raw materials must show evidence and an understanding of the principles of the UK Government's Timber Standard for Heat and Electricity, raw material must be either:
- a) 100% legal and at least 70% sustainable timber or FLEGT-licensed or equivalent timber, with chain of custody certification including supporting evidence
  - b) 'used timber'; or
  - c) a combination of (a) and (b) of the material delivered to them in the supply chain.
- 1.7 Whilst not formally assessed by the scheme, the Registered supplier is expected to ensure that any wood fuel processing is conducted in a safe and professional manner, adhering to the Health and Safety at Work Act, and any other legislation as required by the country, state or region where the work is carried out.
- 1.8 Registered Businesses must pay all subscription fees and any other fees due to Woodsure by the due date. New applicants must agree to undergo a period of probationary registration while a review is carried out.
- 1.9 The Registered supplier must allow access to receive a routine inspection of their wood fuel processing and make available representative samples of fuels for testing. Any issues found and agreed, must be corrected and the correction verified in a timely fashion.
- 1.10 A Registered supplier should maintain adequate Public Liability Insurance cover, proportionate and appropriate to the size of the business, when providing a product to others. A copy must be provided to Woodsure when requested.
- 1.11 Woodsure reserves the right to reject any application following an internal review of information supplied. Woodsure may suspend or remove registration at any time where it is considered that these Rules and Conditions have been breached.
- 1.12 The Registered supplier selling to others must have systems in place to ensure where a complaint is received there is a process to receive, record and deal with the complaint. Where the testing of a fuel sample is required to arbitrate a complaint, the cost for testing may be met by the supplier.
- 1.13 Wood fuel offered for sale by any Woodsure supplier or supplier's depot must identify at the point of delivery to the customer the specification offered in accordance with the fuel specifications outlined in the Scheme approval. The wood fuel must be clearly described or identified with a unique delivery unit.
- 1.14 Wood fuel sales must be provided with an invoice, or delivery note between the Woodsure Supplier and their customer. The transaction must provide traceable evidence to prove legality, and sustainability. Documentation must be retained in respect where the fuel is purchased or sourced from.
- 1.15 The registrant must have access to relevant information e.g., emissions certificates, boilers manuals and provide any other relevant information to Woodsure upon request.
- 1.16 The Registered supplier will inform Woodsure within 10 working days of any changes relating to:
- Change of contact details
  - Changes relating to key personnel
  - Changes to the product types and processes being undertaken
- It is the responsibility for the business to ensure Woodsure are aware of changes.

- 1.17 Woodsure may charge an administration fee for changes in business name and/or business address. In the event that a limited company changes its name to another limited company name and the registration number with Companies House changes, or if a limited business changes their business status and wishes to not be registered as a limited business, then a new application will be required.
- 1.18 Woodsure reserves the right to amend or extend these scheme Conditions of Registration at any time. Any changes to these conditions will be published on our website at [www.woodsurre.co.uk](http://www.woodsurre.co.uk).

## 2 Application and Registration

- 2.1 A wood fuel supplier applying for the Woodsure Fuel Quality scheme must:
- complete an application form
  - provide a representative fuel sample(s) that meets the declared specification(s)
  - provide evidence that there is a quality system in place that manages the production, or in the case of traders, fuel selection process
  - provide evidence that there is a contractual agreement with any paper traders who they allow to use their Woodsure certification for their deliveries
  - provide evidence of appropriate public liability insurance
  - declare acceptance of the rules for registration and abide to these rules whilst registered
  - For applications utilising equivalent scheme registration as evidence of compliance with these conditions, we will accept verifiable and time bounded evidence of registration in the form of a recognised, appropriate and current certificate
- 2.2 A completed application form must accompany the following fees (or, if payment in instalments has been agreed by Woodsure, a mandate for continuing instalments):
- New supplier application fee
  - Annual registration, listing, fuel test and certification fee
  - Extra depot / fuel test fees if applicable
- 2.3 Once approved, the supplier will be issued a certificate of approval, a unique ID and be allowed to use the Woodsure logo and promote themselves as a Woodsure approved wood fuel supplier for combined registration. If they wish, they will be recognised on the Woodsure website under the find a fuel search and have access to the technical help line and support services.
- 2.4 Suppliers registered solely with Ready to Burn are covered under separate conditions. Registrants subject to 'dual' registration will be subject to both scheme conditions.
- 2.5 Woodsure schemes include the inspection and monitoring of Registered Businesses to ensure that standards are maintained. Businesses must agree to on-going inspections or sample requests as requested by Woodsure.
- 2.6 Woodsure Supplier Registration covers a 12-month period. Prior to renewal, an annual registration fee must be received before the renewal date to ensure continued registration with Woodsure.
- 2.7 Where fuel tests are carried out, on-going approval is dependent on 'pass' or 'pass with advisory' result being received. As a result, some fuel categories may be suspended or removed pending additional testing.
- 2.8 Auditing type and frequency will be based on a risk approach. More frequent site audits may be carried out as a result of complaint, for example, and may be subject to additional fees. Site audits could be physical or remote.

- 2.9 Applications may be rejected where Woodsure considers a name inappropriate or could potentially prevent clear distinction from or between other businesses. The word “Woodsure” shall not be used as or as part of the name of any Business, any website domain name or email address operated by the Business or any product or service.
- 2.10 Registered Businesses must nominate a responsible individual who will be the main point of contact for the registration. The registered Business is fully responsible for Woodsure certification requirements and compliance for the business and for communications.
- 2.11 Woodsure will handle personal data given to it by registrants and applicants in accordance with its Data Protection policy and the General Data Protection Regulation (GDPR). The Woodsure Privacy Notice is published on-line at: [www.woodsurre.co.uk/privacy-policy](http://www.woodsurre.co.uk/privacy-policy). Where registrants act as Data Controller in giving personal data of customers or third parties to Woodsure, Woodsure will act as Data Processor in accordance with the document linked.
- 2.12 Registration may, be removed or altered where a business is subject to poor credit, CCJ’s, unspent criminal convictions or insolvency.
- 2.13 Woodsure may carry out credit checks on new applicants and existing registrants. Registrants agree to provide evidence of creditworthiness if requested by Woodsure. Credit information will be held by Woodsure in accordance with our Privacy Policy.
- 2.14 Woodsure does not accept any liability for losses and/or damages of whatever kind (and sustained by whomever) that might result from the registrant or auditing processes.
- 2.15 By applying for and then renewing their registration on any Woodsure scheme, registrants agree to comply with the scheme Rules and conditions for registrants as published by Woodsure. Current Rules and conditions for registrants are available on request. It is the responsibility of Registrants to keep themselves updated on the scheme Rules and conditions for registrants.
- 2.16 Periodically, the supplier may be asked by Woodsure to provide information on the wood/biomass fuel volumes supplied in the last 12 months, and future expected / estimated sales. This information is used to enable annual review of pricing structure, and to provide information for any risk-based assessment of suppliers. Combined information could support industry performance data. (Individual’s information provided will remain confidential. Only total scheme figures will be made available).
- 2.17 Quality manuals and moisture content documentation are expected to be kept up to date and amended in line with changes to the business. Quality manuals must be in line with and/ or include the principles of BS EN 15234 and fuel specification in line with standard BS EN 17225.
- 2.18 Where a business utilises an agent or 3rd party representative, written confirmation is required before Woodsure will discuss details of the application with them.
- 2.19 Where a registrant has not renewed their registration by the scheme expiry date, Woodsure will honour the renewal fee for one calendar month from the date of scheme end. Should a registrant wish to rejoin after this period, a new application must be completed along with the required new application fees. This includes pre-registration assessment.
- 2.20 In cases where renewal is accepted beyond the original expiry date (see 2.19). The scheme will run from the date of payment, and end at the original expiry date. Backdating or amending of the renewal date will not be offered unless Woodsure identifies internal error as the cause for this. Decision made by Woodsure in this respect is considered final.

### 3 Standards

- 3.1 The supplier agrees to endeavour to produce, control and verify wood/biomass fuel to the appropriate standard they offer at all times. The scheme recognises fuel specifications established under a number of industry standards, including:
- BS EN ISO 17225 Solid biofuels, series fuel specifications, all parts
  - BS EN 14961 Solid biofuels, series fuel specifications (replaced by ISO 17225, but still recognised)
  - Onörm fuel standards (replaced by EN 14961, but still recognised)
  - Customer / appliance manufacturer specific specification. (Based on the above standards)
  - For those who are using their Woodsure registration to comply with BSL, fuel will be tested to BS EN ISO only unless otherwise specified. This is to provide alignment with Schedule 4A of the RHI regulations to ensure compliance for RHI participants. Any dual testing of a fuel to more than one standard is likely incur additional fuel test fees
- 3.2 A Woodsure Supplier is not expected to hold copies of complete British, European or International standards but must be aware of the limits and fuel criteria for the wood fuel they offer, including product limits and tolerances. Woodsure can provide guidance on common industry recognised fuel specifications.
- 3.3 A Woodsure Supplier is responsible for ensuring the fuel is appropriate for the appliance it is intended for. The Woodsure Supplier should have the knowledge to inform the customer of the differences in the fuel requested from that which is appropriate for the appliance. It is recommended that if such a situation occurs a written record is kept of this discussion with any fuel offered.
- 3.4 Woodsure may use data to contact customers where there is a legitimate interest and to provide advice. Woodsure will handle personal data about consumers in accordance with its Data Protection policy and the General Data Protection Regulation (GDPR). The Woodsure Privacy Notice is published on-line at [www.woodsurre.co.uk/privacy-policy](http://www.woodsurre.co.uk/privacy-policy).

## 4 Monitoring & Testing

- 4.1 An initial audit and sample test, with closure of any non-conformance, will be carried out prior to initial registration approval. A site inspection frequency thereafter will be on a risk-based approach. Representative fuel sample(s) will be checked annually as part of the ongoing assessment.
- 4.2 Following initial approval, to ensure that the requirements of the scheme are maintained, a registration cycle of monitoring, sampling and or inspection of the Woodsure supplier operations' will be undertaken at intervals to be advised by Woodsure. The monitoring and testing may take one or more of the following forms:
- Routine audit visits to the Woodsure supplier's operations (risk-based)
  - Routine remote video audits at the Woodsure supplier's operations (risk-based)
  - Testing of representative fuel samples from the production process (risk-based)
  - Random testing of wood fuel (this may be collected from the point of sale or from outlets and distributors)
  - Samples taken, or visit to a Woodsure supplier customer (with reference to a complaint)
  - A postal, digital or telephone questionnaire to customer(s) of the supplier
- 4.3 The extent of fuel testing, with reference to recognised industry standards, conducted by Woodsure extend to:
- Physical dimensional characteristics (diameter and length, logs, briquettes and pellets)
  - Particle class (wood chip & hog)
  - Moisture (wet basis)
  - Informative information on property class such as A1, A2, B1 or B2 depending on source of raw materials
  - Informative features such as decay, mould, amount of bark
  - Information provided with the fuel
  - Visual contamination (including but not limited to the suspected presence of pests or disease)

Other fuel characteristic and laboratory testing to include chemical composition for waste fuels to demonstrate it is untreated, and performance characteristics may be required at additional costs. Suppliers of ENplus® and or certified wood pellets briquettes will require additional laboratory testing if they wish to declare pellet specification to ENplus® or BS EN ISO 17225-2 for example in the case of pellets or BS EN ISO 17225-3 in the case of briquettes.

- 4.4 Additional inspections may be undertaken if there are outstanding issues from previous audits, complaints, significant changes to the way the company operates, or where there are significant changes to the products being produced. Any of these are additional inspections not covered by the standard registration fees and will be charged at the rates set by Woodsure.
- 4.5 Where appropriate, such as in the pursuit to resolve a complaint, Woodsure may request to obtain representative fuel samples from end users to verify the specification of fuel delivered. If requested, the supplier is required to co-operate in providing contact details and arranging appointments.
- 4.6 Any issues regarding fuels (as supplied to a customer) found to be of inferior quality than specified, must be rectified to Woodsure's or the Customer's satisfaction and without additional charge to the customer.

- 4.7 The supplier will comply with all reasonable recommendations whether verbal or written which Woodsure makes in respect of the storage and supply of wood fuel where it is seen to be compromised.
- 4.8 Samples of all fuels are to be made available for audit in line with those applied for as part of registration.
- 4.9 In the context of briquettes, a copy of the chemical analysis documentation is to be provided by the registrant.
- 4.10 If at any time a supplier fails a test, Woodsure will notify the supplier in writing. Minor failures may be reported with recommendations to correct. Where there is significant non-compliance to a fuel quality specification, a request for a second sample to be made available for testing once corrective action has been put in place by the supplier. Any delay in corrective action or repeated failures may lead to temporary suspension.
- 4.11 If at any time a supplier's fuel fails a test, the supplier will be expected to endeavour to identify the route cause and extent of the failure. With consideration of the product, a pragmatic approach should be considered relevant to the extent of the failure. Suppliers are encouraged to implement practical preventative actions or amend process controls. Where there is found to be persistent failing, or customer complaints, Woodsure will seek evidence that improvements are being made. If a supplier does not undertake action or provide mitigation where it is deemed to be necessary, practicable and affordable by Woodsure, certification may be suspended or removed.
- 4.12 The registrant will be responsible for for all costs associated with testing/retesting i.e. posting a sample to Woodsure. Woodsure will not contribute to these costs in any way.
- 4.13 If a sample received by us is suspected to carry evidence of pest or disease, we will notify the registrant and Forest Research. The registrant must have processes in place to reduce the risk associated with pests and diseases which Woodsure may request evidence of. Information of notifiable pests can be found at [treelert.forestresearch.gov.uk](https://www.treelert.forestresearch.gov.uk). If a sample is rejected for this reason, the registrant must provide further sample at their cost.
- 4.14 Samples rejected by the lab due to the presence of contamination or inferior quantity or quality must be replaced by the registrant at their costs. The decision for suitability of the sample, rests with the testing laboratory.
- 4.15 Woodsure reserves the right to refuse sample where the quality or quantity provided is deemed insufficient.
- 4.16 Where an audit visit has been requested by Woodsure or a Woodsure appointed auditor, the supplier will be liable to a cancellation fee where:
- i. It cancels or fails to fulfil any arranged appointment in writing to the auditor, unless it gives at least five clear working days notice in writing.
  - ii. Where a second appointment date is arranged and the business fails to provide a suitable confirmation and site details to the auditor within the requested time.
- 4.17 Where a Woodsure Certified wood/biomass registrant has joined the scheme utilising evidence of an equivalent certification scheme as part of their evidence of compliance with the Woodsure Scheme, we may seek appropriate evidence of ongoing compliance with that schemes standards e.g. evidence of successful interim surveillance and/or sampling. Woodsure reserves the right to act on this information using it as reason to continue certification, or where appropriate to invoke disciplinary action or end certification if the evidence demonstrates failure to comply with these scheme rules/standards.

## 5 Resignation from the Scheme

- 5.1 Suppliers may resign from the scheme, provided 28 days' notice is given in writing to Woodsure.
- 5.2 In the event of an outstanding customer complaint, Businesses must undertake any remedial actions identified by Woodsure before their resignation becomes effective.
- 5.3 Following resignation from Woodsure, suppliers must not describe themselves as being Woodsure registered or affiliated by any means.
- 5.4 Resignation from any third-party scheme where Membership was used as evidence to join this scheme, must be notified to Woodsure immediately.

## 6 Complaints & Disputes

- 6.1 Complaints about the fuels supplied by, or actions of, scheme registrants may arise from time to time. The supplier must be open to accepting complaints and manage their response. The complainant should first inform the Woodsure Supplier direct of the problem and allow the supplier reasonable time in which to respond to the complaint. If this does not resolve the issue satisfactorily or the supplier fails to respond to the complaint within a reasonable period of time, the complainant may escalate their complaint to Woodsure. The business must hold a process to deal with concerns, and ensure that the following is met;
  - All complaints must be registered by the Woodsure Supplier and actioned appropriately. The complaint must clearly detail the nature of the complaint and refer to any relevant supporting documentation or evidence.
  - A process to consider complaints and instigate corrective action must be in place.
  - A method to provide complaint resolution with the complainant in a timely manner.
- 6.2 Where a Woodsure supplier's Customer, or their representative (such as a Maintenance engineer) believes that a fuel is non-compliant and they are in dispute with the supplier and no resolution has been agreed, Woodsure may decide to:
  - Inspect or comment on the fuel store for any defects (where possible),
  - take a sample (if possible), or provide a process to take a representative sample and
  - test the fuel and distribute the results to both parties.
- 6.3 If the wood fuel is deemed within specification then the issue between the Supplier and Customer is deemed resolved. If the fuel is found to be non-compliant, the supplier will be expected to provide a replacement fuel delivery or offer another appropriate resolution at no additional cost to the customer. The supplier may be asked to report what corrective actions have been taken to prevent reoccurrence. Woodsure may also request submission of a further sample for retesting following any corrective action to the process. This retesting may be charged for.
- 6.4 Any repeated test failures will be charged to the supplier and their certification may be suspended or removed if more than two sequential tests are found non-compliant.
- 6.5 Any prolonged dispute between the parties arising under, or in connection with, these rules and not resolved by agreement, should consider mediation or Alternative Dispute Resolution (ADR). Current consumer regulation requires all businesses which sell directly to consumers to be able to point consumers to a certified ADR scheme.
- 6.6 Woodsure Reserves the right to refuse assistance to either the complainant or registered business where their behaviour towards Woodsure staff, or representatives, is considered abusive or discourteous. This applies to all methods of communication.

## 7 Withdrawal of Registration

- 7.1 Suppliers or registrants may be removed from the Woodsure schemes where Woodsure believes on the balance of probability that there is a significant reason to do so. This may include for example:
  - i. Businesses failing to comply with the Statutory Requirements of the Health and Safety at Work Act and any other relevant legislation.
  - ii. Businesses fail to resolve complaints within the requested timeframe.
  - iii. Businesses fail to comply with the Woodsure Rules and conditions Registrants
  - iv. Following internal review due to a failed audit or identified corrective actions.
  - v. Businesses become insolvent or cease trading or are no longer deemed to operate a viable company.
  - vi. Registrants act in such a manner so as to bring Woodsure and/or the Scheme into disrepute. This includes aggressive and/or violent behaviour.
  - vii. Businesses misuse the Woodsure logo or trademarks or wilfully misrepresent their Registration.
  - viii. Failure to pay any fees or subscriptions or outstanding invoices by the due date.
  - ix. Failure to provide information requested by Woodsure within the requested timeframe.
  - x. Despite efforts made by Woodsure, inability to comply with request for audit.
  - xi. Are considered to be abusive or discourteous to Woodsure staff in any way and through any means of contact.

Woodsure reserves the right to publish details of any withdrawal of Registration and the reasons for doing so.
- 7.2 Businesses, whose Registration is withdrawn for any reason by Woodsure, can appeal against the decision. Refer to Section 8 below.
- 7.3 During the period of suspension, the supplier must abide by the obligations of scheme participation but must not describe themselves as being certified or use or display the scheme logo.
- 7.4 If at any time the supplier ceases to be certificated by Woodsure then their potential to use Woodsure logo and other marketing material shall terminate immediately. All Woodsure supplier logos will need to be removed with immediate effect.

## 8 Rules for Refusal, Suspension or Removal of Registration, Disciplinary Action and Appeals

- 8.1 Where it appears to Woodsure that a scheme registrant or applicant may be in breach of the Rules for Registrants, does not meet the required standards, or Woodsure is in receipt of relevant information for example from another scheme or enforcement agency, Woodsure may refuse, defer or suspend registration whilst it investigates the matter.
- 8.2 Woodsure may, impose Conditional Registration. This may apply to applicants or existing registrants. If the conditions are not met within the specified time, registration may be removed or refused. Conditional Registration will be granted for a period determined by Woodsure based on the necessary circumstances.
- 8.3 An appeal of any decision made by Woodsure must be made in writing and received within 15 business days of the decision being made and must contain all relevant information in order for Woodsure to conduct a fair appraisal of the circumstances. Appeals, or new information received outside of this timeframe may be dismissed.
- 8.4 Where a registrant or applicant formally requests to appeal a decision by Woodsure, the following process will be offered:
- First Stage Review of the decision. A first stage review will include at least two senior Woodsure employees, of whom one at least will not have been involved in the decision making process so far. This review will decide whether correct procedures have been followed by Woodsure in making decisions to date. The outcome of this first review is not limited to upholding a previous decision or not. It may offer alternative suggestions or outcomes thus avoiding the need for a full appeal hearing. Woodsure will request that the business submit evidence that they do meet all the requirements for registration on the scheme.
  - Appeal Hearing. Where the first stage review upholds the original decision but the appellant wishes to continue with their appeal, the appellant will be given the opportunity to move to full appeal.
- 8.5 Appeal Hearing: Where Woodsure decides there is compelling evidence, subject to receipt of the relevant deposit (fees available upon request), within 15 Business Days of that decision it will set up an Appeal Hearing where an Appeal Panel will meet and hear the case. The panel will include:
- a Technical expert (who may be a Woodsure member of staff, or an agent of Woodsure) whose role is to offer and demonstrate by reference to normative documents if necessary, technical clarification for the benefit of all parties. The expert will not be directly involved in the final decision.
  - a representative from Woodsure not previously involved in the case.
  - two other persons with sufficient experience to hear the case.
  - the appellant may bring legal or other professional representation and must inform Woodsure within 7 days who they are bringing and Woodsure may be represented by an appropriate person where necessary.
  - Any evidence not provided to Woodsure previously must be submitted to Woodsure within 7 days of the Appeal Hearing.
- 8.6 Each party will present its case and each may be cross examined. A decision will be arrived at by the panel, based on what it sees as most probable from the information provided. The decision of the Appeal Panel is final and will be notified to the appellant within 10 business days in writing.
- 8.7 The result of the appeal may not be limited to a decision on registration status alone and will be binding on all parties. The decision may include directions as to remedial work.

- 8.8 Appeal Panel Costs: The cost to Woodsure is considerable and Woodsure will only convene a final Appeal Panel if a deposit has been paid. Details of the current deposit required are available on request. If the appellant's account already has outstanding debts to Woodsure, those must also be paid along with the appeal deposit. Where the appeal is found in favour of Woodsure, then the deposit is not refundable. Where the appeal is found in favour of the appellant, then the deposit is returned. No other costs or fees will be paid by Woodsure to the appellant or anyone acting on their behalf.
- 8.9 Advertisement. Woodsure reserves the right to publish, advertise, or share with relevant authorities or organisations, such details of the results of its disciplinary and/or appeals procedures it considers necessary to protect the image of Woodsure and the industry.
- 8.10 If a registrant or business has been removed from a Woodsure scheme as a result of disciplinary action, they will automatically be subject to an exclusion period of 18 months before registration or reapplication will be considered. After this 18 month period, the decision for registration lies solely with Woodsure following a review of the relevant circumstances including previous registration(s)

## 9 Fees and Charges

- 9.1 A completed application form must accompany the following fees (or, if payment in instalments has been agreed by Woodsure, a mandate for continuing instalments):
- an initial application fee, plus
  - the first year's registration fee
  - scheme specific compliance fees
- 9.2 should the decision be made not to register, or the application is cancelled or withdrawn for any reason, no refund will be offered where work has commenced in processing the application.
- 9.3 If there are any outstanding invoices or balances at renewal date, registration may only continue if all outstanding invoices are paid in full.
- 9.4 Additional fees will be charged where Woodsure incur laboratory or handling fees. This includes, but is not limited to additional lab costs, repeated test failures (see 4.14), additional site audits or compliance concerns.
- 9.5 If Woodsure permits a business to pay its annual registration fees in instalments, the business is still liable to pay the remaining instalments even if Registration ceases part way through without completing 12 months Registration. Payment arrangements for the remainder of that Scheme year must be left in place.
- 9.6 If Woodsure permits a business to pay their annual registration fees by instalments, and 2 or more payments are not received on time or are unpaid, then this facility will be withdrawn and the full balance will need to be paid immediately.
- 9.7 Failure to pay an outstanding balance or invoice, within the specified time scale, will result in removal of registration.
- 9.8 Following cancellation or removal, no refund of any subscriptions already paid to Woodsure will be made. Outstanding fees (e.g. for audits or direct debit payments) must be paid in full.
- 9.9 Registrants agree to pay all required fees to Woodsure within the timescale provided. Woodsure reserves the right to utilise debt recovery processes where a balance is not paid.
- 9.10 Fees and costs associated in supplying a sample for testing, including for repeated failures, will be borne by the registrant.

9.11 The applicant has the right to appeal decisions in respect of refunds or fees, see section 8.

## 10 Force Majeure

10.1 If default in the performance of any product or delivery is unavoidably caused by loss of possession of land or industrial action or restrictions imposed by any Government authority, at local, national or European Community level, or disease or weather conditions or fire or flood or act of God or by any other occurrence which the defaulting party is unable to prevent by taking reasonable measures and the defaulting party gives the other party written notice of it as soon as practicable after the occurrence, then the certification of the participant may be temporarily suspended for such period (if any) as is reasonably necessary to rectify any issues arising from this incident.

## 11 Further information

- 11.1 Woodsure is not responsible for the operation and the suppliers' engagement with their customers. A Registered Woodsure Supplier should maintain Public Liability Insurance cover appropriate for its activities and the identified risk to the business.
- 11.2 Woodsure is not responsible for the consequences of any damage caused to a solid fuel burning appliance fuelled by any substandard fuel provided by a Woodsure Supplier or delivered by a supplier due to fuel quality non-compliance.
- 11.3 Woodsure is not responsible for any damage during delivery or loss of income if supplier ceases to be able to supply fuel.

# Woodsure Quality Assurance Scheme

## Rules and conditions for registrants

