



Woodsure Ready to Burn Scheme Certified by HETAS

Rules and conditions for participation



Rules and Conditions for Woodsure Ready to Burn scheme participation

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 subsidiary of HETAS Ltd. and together we work to deliver the Woodsure scheme, and support Woodsure scheme participants. HETAS provides the independent certification review under the principles of BS EN ISO 17065.

Fuel suppliers undergo an assessment of their processes and are required to demonstrate that they can consistently supply wood fuel. Once approved a Woodsure supplier can promote their business and demonstrate to their customers that they operate under a regulated industry approved scheme.

Registered suppliers will be promoted on the Ready to Burn, Woodsure and HETAS websites, see <http://www.readyroburn.org> <http://www.hetas.co.uk/find-fuels/> and <http://woodsurre.co.uk/>

Wood fuel Schemes

There are two Woodsure schemes available to Woodfuel suppliers:

- Woodsure, assured quality woodfuel
- Woodsure, Ready to Burn (R2B), a scheme promoted by Defra and industry representatives (These conditions)

Woodsure, Ready to Burn (R2B)

The Woodsure Ready to Burn scheme is a voluntary wood fuel quality scheme offered to wood log and briquette fuel suppliers and distributors. The scheme is supported by Defra, HETAS, the SIA and overseen by an industry governance panel to promote dry wood fuel to improve the performance of wood burning appliances and to help improve air quality. R2B suppliers can use the R2B branding to help promote their business.

The R2B scheme takes elements of the current Woodsure standard allowing suppliers to demonstrate their legally sourced fuel achieves the fundamental requirements of wood fuel that can be sold for immediate use at a moisture level $\leq 20\%$. Making this dry fuel available to consumers in a way that they can recognise it is 'ready to burn' and differentiate it from wet unseasoned wood. Sale of R2B must be assisted through point of sale information. This scheme is open to any current firewood Woodsure Suppliers without additional audit that can demonstrate $\leq 20\%$ moisture and the required point of sale information.

1.1 The scheme covers the following fuel types:

- Firewood in small retail bags (up to 80 litres)
- Firewood in bulk delivery
- Briquettes

1.2 The scheme covers the production of fuels from those originating from the following sources:

- products from agriculture and forestry; (virgin wood fuel only)

1.3 A Woodsure R2B Supplier must have formal systems in place that as a minimum considers:

- The purchase of raw material, documenting origin and legality, complying with the [EU Timber regulations No 995/2010](#). For Wood logs sourced outside of the UK this could be covered by FSC certification or equivalent. Any equivalent evidence for wood logs sourced abroad must be fully verified by an independent monitoring organisation. Further information can be found on the [Forestry Commission website](#).
- Factors that influence fuel moisture should be known and controlled during production, including pre-delivery checks if relevant to verify moisture $\leq 20\%$ at the point of sale
- Recognise the final fuel specification, and provide point of sale product declaration including the Ready to Burn labelling

- 1.4 Where logs are sold through resellers or websites the R2B supplier must work with the distributor to ensure point of sale advice is given or available to the end user to maintain the fundamental requirements of the scheme: Ready to Burn wood fuel $\leq 20\%$ moisture. Woodsure will play its part in supporting this activity with promotional information, agreed wording from Defra and industry and marketing of Woodsure R2B suppliers.
- 1.5 Packaging should provide clear information about the fuel, such as actual moisture content, length, diameter, hard or soft wood etc.

2 Application and Registration

2.1 A woodfuel supplier applying for Woodsure R2B approval scheme must:

- complete an application form,
- provide a representative fuel sample that meets the declared specification
- provide evidence of systems in place that manages the purchase of legal materials and how moisture is controlled.
- provide depots; the names of retail outlets / websites etc. where the fuel can be purchased (so we can access random samples)
- provide expected annual sales figures. (This information will be aggregated to understand the success of the scheme and provide Defra with market research)
- sign acceptance of the rules for registration and abide to these rules whilst registered

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 based on projected sales to cover random POS checks
- Extra depot / additional fuel tests if applicable

2.3 Once the supplier has provided an application that meets the requirements for registration, the applicant will be listed as 'Awaiting PRA' This is awaiting a pre-registration assessment (for a probationary period) whilst a site inspection and fuel test is carried out. Following a successful site inspection and testing, a final approval decision will be given to the applicant. The Woodsure R2B Supplier will now be "live" and able to promote themselves as Woodsure Ready to Burn approved. If defects are found, Woodsure may charge the supplier a reasonable sum for additional fuel testing or follow up site audit if needed until an approval decision is given.

2.4 Once approved the supplier will be issued a certificate of approval, a unique ID and be allowed to use the Woodsure R2B logo and promote themselves as a Woodsure R2B Supplier. They will be recognised on the ReadytoBurn, Woodsure and HETAS website under the find a fuel search. They will have access to the technical help line and support services.

2.5 Woodsure R2B suppliers will be issued the Ready to Burn logo and their unique ID. Following approval and time given for appropriate labeled bags to enter the market, sample bag(s) will be obtained from declared resellers to further confirm point of sale requirements and proof of compliant packaging over the registration period. Samples taken will be proportional to the size of the supplier's market share.

2.6 Woodsure R2B Supplier Registration covers a 12 month period. Prior to renewal, an annual registration fee plus annual testing fee must be received before the renewal date to ensure continued registration with Woodsure.

2.7 On-going approval is subject to a minimum of a positive annual fuel test.

2.8 Routine site and depot audit will be based on a risk approach and carried out at least once per two years. More frequent site audit as a result of complaint for example may be subject to additional fees.

3 Monitoring and Testing

3.1 An initial site audit and sample test, with closure of any non-conformance, will be carried out prior to initial registration approval. The site inspection frequency thereafter will be on a risk based approach. Representative fuel samples will be checked annually as a minimum.

3.2 Following initial approval, to ensure that the requirements of the scheme are maintained, monitoring, sampling and or inspection of the Woodsure R2B Supplier operations' will be undertaken at intervals to be specified by Woodsure from time to time with guidance from the industry governance panel. The monitoring and testing may take one or more of the following forms:

- Routine audit visits to the Woodsure R2B Supplier UK operations' (risk based)
- Annual testing of representative fuel samples
- Random testing of woodfuel and point of sale information collected from resellers, outlets and distributors
- Samples taken, or visit to a Woodsure R2B Supplier customer, (with reference to a complaint)

3.3 The extent of fuel testing, with guidance from the industry panel and reference to recognised industry standards, carried out by Woodsure will extend to:

- If relevant, Physical dimensional characteristics (diameter and length of logs)
- Moisture (wet basis)
- Information provided with the fuel at the POS

3.4 If required, other laboratory testing to include chemical and performance characteristics can be arranged at additional costs.

3.5 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.

3.6 Woodsure R2B Suppliers will be provided with a summary of the findings of any monitoring carried out by Woodsure.

3.7 Any issues regarding fuel (as supplied to a customer or point of sale) which is found to be of an inferior standard than specified, must be rectified to Woodsure's satisfaction and without charge to the customer.

3.8 The supplier will comply with all reasonable recommendations whether oral or written which Woodsure makes in respect of the storage and supply of woodfuel.

3.9 If at any time a supplier's sample test fails, Woodsure will notify the participant in writing within 3 days and request a second test is made available once corrective action has been put in place by the supplier. Any delay in corrective action may lead to temporary suspension, see section 4 below.

3.10 If at any time a supplier fails a test, the participant will endeavour to identify the cause and extent of the failure, amend their processes to carry out remedial action, or put additional controls in place and if appropriate contact existing customers that have received suspect woodfuel. The participant will provide Woodsure with evidence of such improved systems if requested. If a participant does not undertake mitigation where such mitigation is deemed to be necessary, practicable and affordable by Woodsure, their certification may be suspended or removed.

3.11 Where a R2B supplier provides fuel to an independent retailer, the obligation on ensuring the product remains fit for purpose, dry and presented correctly, is with the R2B supplier. Where a complaint or concern is raised the R2B supplier shall be informed to carry out corrective action. Where an independent reseller fails to remedy how they appropriately store and present the product, then the R2B supplier will be asked not to continue to sell or promote R2B product through that retailer.

4 Complaints and Disputes

4.1 Complaints about the fuels supplied by, or actions of, scheme participants may arise from time to time. The complainant should first inform the Woodsure R2B Supplier of the problem and allow the supplier reasonable time in which to respond to the complaint. If this does not resolve the problem satisfactorily or the supplier fails to respond to the complaint within a reasonable period of time, the complainant may escalate their complaint to Woodsure. A Woodsure R2B Suppliers complaints procedure should consider:

- All complaints must be registered by the Woodsure R2B Supplier and actioned appropriately. The complaint must clearly detail the nature of the complaint and refer to any relevant supporting documentation or evidence.
- A method to provide a recorded complaint resolution with the complainant.

4.2 If the woodfuel 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 (if sold directly from the supplier), or offer other appropriate resolution. The supplier may be asked to

report what corrective actions have been taken to prevent reoccurrence. Woodsure may also request submission of a sample for retesting following any corrective action to the process. This may be charged for.

- 4.3 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.
- 4.4 Any prolonged dispute between the parties arising under, or in connection with, these rules and not resolved by agreement may be referred to 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.
- 4.5 Woodsure through HETAS has arranged with mediation specialists **Small Claims Mediation** to make an Alternative Dispute Resolution service available to Woodsure and HETAS registered businesses

5 Withdrawal of Certification. Suspension or Removal

- 5.1 Woodsure R2B Suppliers may be suspended or removed from the register under any of the following circumstances:
- The business become insolvent or trade in such a manner as to bring Woodsure or the scheme into disrepute.
 - The business fails to comply with statutory requirements and any other relevant legislation, such as Health and Safety at Work Act
 - Failure to comply with these rules and mechanisms covering complaints and the supply of substandard or non-compliant fuel.
 - Failure to pay subscriptions by the due date.
- 5.2 Woodsure reserves the right to publish details of any withdrawal of certification and the reasons for doing so.
- 5.3 Suppliers whose certification has been withdrawn for any reason by Woodsure, can appeal against the decision. An appeal must be made in writing to Woodsure within 28 days of notice of suspension or withdrawal being served with an appeal deposit fee.
- 5.4 Appeals will be considered under the procedures outlined in the section covering Certification decision, section 12.
- 5.5 During the period of suspension or an appeal i.e. from the date of the initial loss of certification to the date of notification of the results of the appeal, suppliers will be considered to be suspended from the scheme. During such a period, 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.
- 5.6 In respect of Woodsure R2B Suppliers and applicants, Woodsure may use conditional certification where there are circumstances it feels warrant such restrictions. Any such period will be time limited and a reason for such action will be given in writing.
- 5.7 If at any time the supplier fails two consecutive tests for a product then the participant may be suspended until satisfactory corrective action is in place.
- 5.8 If at any time the supplier ceases to be certificated by Woodsure they must stop referring to Woodsure registration on any marketing material. All Woodsure and R2B Supplier logos will need to be removed with immediate effect.
- 5.9 If there are any defaults in any supplier obligations under these rules or the supplier fails to comply with a written notice from Woodsure warning against a test failure or default of a similar nature or fails to comply with any recommendations as part of an audit or investigation into an issue within a specified reasonable period of time then the supplier may be suspended or withdrawn from the scheme.

6 Information

- 6.1 Periodically, the supplier may be asked by Woodsure to provide information on woodfuel volumes supplied in the last 12 month period, and provide future expected / estimated sales. This information is used to establish appropriate POS checks and annual pricing structure on a risk based assessment. Aggregate information will also be provided to Defra for market research.
- 6.2 A condition of Defra support is to provide information on the shift of the market from 'wet' to 'R2B' fuel to measure the success of the scheme. Individuals' market trends and volumes sold will be kept confidential, but combined market numbers may be used to promote the success of the scheme.

7 Confidentiality

- 7.1 Other than the listing of the Woodsure R2B Suppliers' contact details and services offered, all other business information provided by the supplier during application and routine registration will be treated in strict confidence and no information will be passed to a third party unless agreed.
- 7.2 Appropriate audit results established during a complaint investigation may be passed to both the supplier and the supplier's customer for the sole purpose of complaint resolution.

8 Fees

- 8.1 Scheme fees will be publicised each year by the Woodsure for the preceding year. Woodsure will endeavour to keep annual fees and POS check fees to a minimum whilst maintaining a robust scheme. See separate fee structure.
- 8.2 Additional fees may be charged for repeated test failures, or additional site audit, for example in the event of a complaint, in line with those stated on the scale of charges document which is reviewed annually.
- 8.3 Woodsure may use a complaint fuel test for the requirement of annual testing. Repeat tests that are non-compliant during the annual registration period will be charged. If fuel is compliant then the suppliers' customer may be asked to cover the testing costs.
- 8.4 All participants of the Certification Schemes agree to pay all relevant fees to Woodsure within twenty eight days of the invoice, failure to do so could lead to expulsion from the scheme.
- 8.5 Assessment fees are not refunded in the case of assessment failure.
- 8.6 If for any reason the scheme participant's certification is withdrawn following a site assessment, no refund of any subscription fees will be made by Woodsure.
- 8.7 If for any reason a participant wishes to withdraw from the scheme, no refund of any subscription paid will be made by Woodsure.

9 Certification decision

- 9.1 The decision for Certification approval for Woodsure is with HETAS who provides the service of an independent Certification Body.
- 9.2 Where it appears to the Certification Body that a supplier may be in breach of the rules for certification, or does not meet the required standards, certification can be refused, deferred or suspended by notice whilst the matter is investigated further.
- 9.3 Complaints: Where Woodsure or the Certification Body receives a justified customer complaint and the supplier refuses to remedy as requested, approval will be suspended or removed.
- 9.4 Deferral of application: Applications may be deferred by Woodsure if they are submitted while the supplier or any business in its controls:
 - is suspended from the scheme
 - is the subject of any pending or threatened prosecution
 - is the subject of a pending first stage review
 - is the subject of a scheme appeal panel hearing
- 9.5 Conditional certification: The Certification Body may, at its discretion, certify an applicant subject to stated conditions being fulfilled. If the applicant does not fulfil the conditions within the time period specified, the applicant may be offered conditional certification. Conditional certification may only be granted for a maximum period of 12 months (at the Certification Body's discretion) after which the applicant must comply with the requirements or cease scheme participation.
- 9.6 Decisions: The Certification Body will decide whether an applicant or existing supplier meets the required conditions and whether certification is offered or maintained. In making those decisions, Woodsure may take into account all matters of which it is aware including (without limitation) those relating to periods prior to the date of application. Woodsure shall give written notice to the applicant of its decision stating:
 - the reason for the decision including details of any records taken into account
 - the effect of the decision
 - the procedure for applying for appeal of the decision

9.7 Appeal: Woodsure' objective is to administer the scheme in a fair and unbiased way whilst complying with all relevant scheme requirements, standards and regulations. Where a registrant or applicant wishes to appeal a decision by Woodsure or the Certification Body (for example for the removal of Registration or rejection of an application), the appeal must be made in writing to Woodsure within 15 business days of the notice of the decision being served. The following process will be offered:

- i. First Stage Review of the decision. A first stage review will include at least two senior Woodsure / HETAS 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.
- ii. Appeal Hearing. Where the first stage review upholds the original decision, and the appellant wishes to continue with their appeal, and Woodsure accepts an appeal on reasonable grounds, it will set up an Appeal Hearing. Further details are available on request.

Annex 1

Interpretation

In these Rules and conditions for participants

“Woodsure assured quality woodfuel” is a term that a woodfuel supplier can process and deliver woodfuel that meets the requirements of the Woodsure scheme standard.

Woodsure “Ready to Burn” (R2B) is a term that a woodfuel supplier can promote with the backing of Defra and the SIA to promote clean and efficient burning of woodfuel.

“Woodsure” means Woodsure Limited, a not for profit company and a subsidiary of HETAS Limited

“certification” means the woodfuel certification scheme to which the participant is approved

“HETAS” means HETAS Ltd

“Woodsure R2B Supplier or Scheme participant or The Registered supplier” means the approved woodfuel producer / supplier named in the scheme Certification of Approval

“Depot” means an additional outlet of the Woodsure R2B Supplier named as a depot(s) in the Scheme Certificate of Approval.

“woodfuel” denotes firewood logs, pellets, briquettes, woodchips and hog fuel from woody biomass material suitable for use as a fuel

“certification year” means an annual registration period 365 days from the date the agreement is signed in the Scheme Certificate of Approval