



Woodsure Scheme Certified by HETAS

Rules and conditions for participation



Rules and Conditions for Woodsure 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.

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

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

Registered suppliers will be promoted on the Woodsure and HETAS websites, see <http://www.hetas.co.uk/find-fuels/> and <http://woodsure.co.uk/>

1. Conditions and Scheme Requirements

There are two schemes available to Woodfuel suppliers:

- Woodsure, assured quality woodfuel
- Woodsure, Ready to Burn (RtB), a scheme promoted by Defra and the SIA

Woodsure, assured quality woodfuel

- 1.1 The scheme is open to any supplier involved in the production and/or supply of such woody biomass products for heating and cooking.
- 1.2 The scheme requires procedures for the processing of raw materials to point of delivery to the end user, for the following defined fuel types:
 - Firewood
 - Woodchip
 - Hog fuel
 - Biomass briquettes
 - Biomass pellets* (see section 4.0)
- 1.3 The production of fuels covers those originating from the following sources:
 - products from agriculture and forestry;
 - wood waste, with the exception of wood waste which may contain halogenated organic compounds or heavy metal as a result of treatment with wood preservatives or coating, and which includes in particular such wood waste originated from construction and demolition waste;
- 1.4 A Woodsure Supplier must have a formal quality management system in place that considers:
 - Purchase of raw material, documenting origin, legality and sustainability
 - Factors that influence fuel quality, 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 fuels
 - Transportation, handling and storage, during and after production
 - Recognise the final fuel specification – Point of sale product declaration/labelling
- 1.5 The Registered supplier must ensure that any wood fuel processing is carried out in a safe, professional and workmanlike manner, adhering to the Health and Safety at Work Act, and any other relevant legislation as required by the country, state or region where the work is carried out.

- 1.6 The Registered supplier must allow access to receive routine inspection of their wood fuel processing, and make available representative samples for testing. Any issues found and agreed must be corrected and verified in a timely fashion.
- 1.7 A Registered supplier must maintain Public Liability Insurance cover appropriate for its activities. A copy must be provided to Woodsure when requested.
- 1.8 The Registered supplier 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 a complaint cannot be resolved by the registered supplier, you or your customer can escalate it with Woodsure where our complaints team can mediate. Where the testing of a fuel sample is required to arbitrate a complaint, the cost for testing may be met by the supplier.
- 1.9 Registered Suppliers 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.
- 1.10 Woodfuel offered for sale by any Woodsure supplier or suppliers' depot must comply at the point of delivery with the specification offered to a customer in accordance with the fuel specifications outlined in the Scheme approval. The woodfuel must be clearly described or identified by a unique delivery unit.
- 1.11 Wood fuel sales must be provided with an invoice, or delivery note between the Woodsure Supplier and their customer. The transaction should be traceable to prove legality and sustainability if required.
- 1.12 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 and processes being undertaken
- 1.13 Woodsure reserves the right to refuse or remove registration to any applicant, and to refuse re-registration to any supplier seeking renewal of registration, where they fail to meet and/or to agree with the requirements of these conditions.

Woodsure, Ready to Burn (RtB)

- 1.14 The RtB scheme takes elements of the current Woodsure standard allowing suppliers to demonstrate their fuel achieves the fundamental requirements of firewood that can be sold for immediate use at a moisture level < 25%. 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 RtB must be assisted through point of sale information. This scheme is open to any current firewood Woodsure supplier without additional audit that can demonstrate <25% moisture and the required point of sale information.
- 1.15 The scheme requires procedures for the processing of raw materials to point of delivery or sale to the end user, for the following defined fuel types:
 - Firewood in small retail bags
 - Firewood in bulk delivery
- 1.16 The production of fuels covers those originating from the following sources:
 - products from agriculture and forestry;
- 1.17 A Woodsure RtB Supplier must have a formal quality management system in place that as a minimum considers:
 - Purchase of raw material, documenting origin and legality. For Wood logs outside of the UK this will require FSC certification or equivalent as a minimum
 - Factors that influence fuel moisture and that production controls are in place to maintain moisture <25% at the point of sale
 - Recognise the final fuel specification, and provide point of sale product declaration including the Ready to Burn labelling
- 1.18 The Registered supplier must ensure that any wood fuel processing is carried out in a safe, professional and workmanlike manner, adhering to the Health and Safety at Work Act, and any other relevant legislation as required by the country, state or region where the work is carried out.

2 Application and Registration

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

- complete an application form,
- provide a representative fuel sample that meets the declared specification
- provide evidence of a quality system in place that manages the production process,
- provide evidence of appropriate public liability insurance, and
- declare 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
- Extra depot / 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 Supplier will now be "live" and able to promote themselves as Woodsure 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 logo(s) and promote themselves as a Woodsure approved woodfuel supplier or Woodsure RtB. They will be recognised on the Woodsure and HETAS website under the find a fuel search. Have access to the technical help line and support services.

2.5 Woodsure RtB 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 outlets to further confirm point of sale requirements and proof of compliant packaging.

2.6 Woodsure 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 for all fuel category registered under Woodsure.

2.8 Routine site and depo 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 Standards

3.1 The supplier agrees to endeavour to produce, control and verify woodfuel to the appropriate standard they offer at all times. The scheme recognises industry standards such as:

- BS EN ISO 17225 Solid biofuels, series fuel specifications
- BS EN 14961 Solid biofuels, series fuel specifications (replaced by ISO 17225, but still recognised)
- Önorm fuel standards (replaced by EN 14961, but still recognised)
- Customer / appliance manufacturer specific

3.2 A Woodsure Supplier is not expected to hold complete British and European standards, but must be aware of the limits and fuel criteria for the woodfuel they offer, including product limits and tolerances. Woodsure can provide technical guidance on industry common fuel specifications.

3.3 A Woodsure Supplier is responsible for offering the specified woodfuel, and where requested ensuring the fuel is appropriate for a customer's solid fuel / biomass appliance. If a customer requests any fuel that is not appropriate for the appliance, the Woodsure Supplier should inform the customer of the differences in the fuel requested from that which is appropriate for the appliance so that the customer can make an informed decision. It is recommended that if such a situation occurs a written record is kept of this discussion with any fuel offered.

4 Monitoring and Testing

- 4.1 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. Pellet producers and traders that hold ENplus accreditation can use their successful ENplus annual registration to comply.
- 4.2 Following initial approval, to ensure that the requirements of the scheme are maintained, monitoring, sampling and or inspection of the Woodsure supplier operations' will be undertaken at intervals to be specified by Woodsure from time to time. The monitoring and testing may take one or more of the following forms:
- Routine audit visits to the Woodsure supplier operations' (risk based)
 - Annual testing of representative fuel samples from the production process
 - Random testing of woodfuel and point of sale information collected from outlets and distributors
 - Samples taken, or visit to a Woodsure supplier customer, (with reference to a complaint)
 - A postal or telephone questionnaire to customer(s) of the supplier
 - For ENplus producer / traders, we can accept a successful third party ENplus audit.
- 4.3 The extent of fuel testing, with reference to recognises industry standards, carried out by Woodsure will extend to:
- Physical dimensional characteristics (diameter and length, logs, briquettes and pellets)
 - Particle grade (wood chip & hog)
 - Moisture (wet basis)
 - Informative features such as decay, mould, amount of bark
 - Information provided with the fuel
- Other laboratory testing to include chemical and performance characteristics can be arranged at additional costs. Suppliers of ENplus and or certified wood pellets will require additional laboratory testing if they wish to declare pellet specification to ENplus or BS EN ISO 177225-2 for example.
- 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 Woodsure may require suppliers to provide names, addresses and telephone numbers of customers and the types of fuel(s) being provided. If requested, this information will be used to monitor the performance of the supplier, and Woodsure may take a representative sample and test any of the woodfuel that is offered for sale under the Woodsure scheme.
- 4.6 Woodsure Suppliers will be provided with a summary of the findings of any monitoring carried out by Woodsure.
- 4.7 Any issues regarding fuel (as supplied to a customer) which is found to be of an inferior standard than specified, must be rectified to Woodsure's or the Customer's satisfaction and without charge to the customer.
- 4.8 The supplier will comply with all reasonable recommendations whether oral or written which Woodsure makes in respect of the storage and supply of woodfuel.
- 4.9 If at any time a supplier fails a test, 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 5 below.
- 4.10 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.

5 Complaints and Disputes

- 5.1 Complaints about the fuels supplied by, or actions of, scheme participants may arise from time to time. The complainant should first inform the Woodsure 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 Suppliers complaints procedure should consider:

- 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.
- Complaints should be lodged with the supplier typically within 21 days from the date of delivery and will be dealt with within a specified period from the date of notification to preserve the option to take representative samples. Note: for fuels with a moisture content of greater than 35% (wood chip) there will be some degradation in the fuel after 21 days and therefore the testing parameters will be different from fuel collected from stores. Complaints received outside of this timeframe may be limited on the investigation available. Any disclaimers on fuel quality and storage must be clearly given at the point of sale.
- A process to consider complaints and instigate corrective action must be in place.
- A method to provide a recorded complaint resolution with the complainant.

5.2 Where 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 be able 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.

To inspect a sample, the sample must be representative of the delivery and collected under controlled conditions. A sample of up to 3kg of woodfuel from their store may be required. This will only be undertaken after permission is granted by the suppliers' customer. The customer retains the right to refuse access or to request that sampling takes place at the depot.

5.3 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 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.

5.4 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.

5.5 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.

5.6 HETAS has arranged with mediation specialists **Small Claims Mediation** to make an Alternative Dispute Resolution service available to Woodsure and HETAS registered businesses

6 Withdrawal of Certification. Suspension or Removal

6.1 Woodsure 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 the statutory requirements of Health and Safety at Work Act and any other relevant legislation.
- Failure to comply with these rules and mechanisms covering complaints and the supply of substandard fuel.
- Failure to pay subscriptions by the due date.

6.2 Woodsure reserves the right to publish details of any withdrawal of certification and the reasons for doing so.

6.3 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.

6.4 Appeals will be considered under the procedures outlined in the section covering Certification decision, section 12.

- 6.5 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.
- 6.6 In respect of Woodsure supplier s 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.

7 Force Majeure

- 7.1 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.

8 Information

- 8.1 Periodically, the supplier may be asked by Woodsure to provide information on the woodfuel volumes supplied in the last 12 months, and future expected / estimated sales. This information is used to enable any relevant fuel levy, annual pricing structure, and to provide information on a risk based assessment.

9 Risk

- 9.1 A Registered Woodsure Supplier must maintain Public Liability Insurance cover appropriate for its activities
- 9.2 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 standard non-compliance.
- 9.3 Woodsure is not responsible for any damage during delivery or loss of income if a supplier ceases to be able to supply fuel.

10 Confidentiality

- 10.1 Other than Woodsure Supplier 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.
- 10.2 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.

11 Fees

- 11.1 Scheme fees will be publicised each year by the Woodsure for the preceding year. Woodsure will endeavour to keep annual fees to a minimum.
- 11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 Assessment fees are not refunded in the case of assessment failure.
- 11.6 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.
- 11.7 If for any reason a participant wishes to withdraw from the scheme, no refund of any subscription paid will be made by Woodsure.

12 Certification decision

- 12.1 The decision for Certification approval for Woodsure is with HETAS who provides the service of an independent Certification Body.
- 12.2 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.
- 12.3 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.
- 12.4 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
- 12.5 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.
- 12.6 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
- 12.7 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” (RtB) 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 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 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