

COMPETENT PERSON SCHEME

SCHEME RULES

INTRODUCTION

Certsure LLP trading as NICEIC and ELECSA Competent Person Schemes (CPS) provide Certification for businesses that undertake Installation work in accordance with the Building Regulations in England and Wales, national standards and related codes of practice in the areas outlined in Schedule 3 of The Building Regulations 2010..

A business directly carrying out installation work, and wishing to be assessed in accordance with these Scheme Rules to be able to self-certify installation work, may make an application for certification to NICEIC or ELECSA. Where the business's resources and installation work are subsequently assessed and found to meet these Scheme Rules, the business may be granted certification. Continued certification will be subject to periodic assessments confirming that the business continues to comply with these Scheme Rules.

DEFINITIONS

1. In these Scheme Rules -

Applicant means a Business applying for registration.

Business means a sole trader, partnership, private limited company, public limited company, public body or other legal entity carrying out Installation Work.

Certificate of Registration means a certificate awarded by the Certification Body.

Certificated Business means a Business which has been assessed in accordance with the Scheme Rules and which possesses a valid Certificate of Registration with either NICEIC or ELECSA.

Certification Body means Certsure LLP trading as NICEIC and ELECSA.

Certsure LLP trading as NICEIC and ELECSA means the board of directors of Certsure LLP.

Competent Person means a person, considered by the Business to possess the necessary technical knowledge, skill and experience to undertake assigned Installation Work, and to prevent danger and where appropriate injury.

Defined Scope means approval for a defined scope of Installation work, as a necessary adjunct to, or arising out of, other work being carried out by the Certificated Business.

Head Office means the principal place of Business.

Notification means the dispatch of any document by the Certification Body to the Head Office of a Business or Applicant.

Our means Certsure LLP trading as NICEIC and ELECSA.

Principal Duty Holder means a person appointed by the Business who is a principal or employee of the Business having an understanding of, and day to day responsibility for, the health and safety and other statutory requirements relating to the Installation Work undertaken.

Register of Certificated Businesses means a register of Businesses possessing a valid Certificate of Registration maintained and published by the Certification Body.

Registration means the inclusion of a Business's Trading Title on the applicable Register(s).

Registration Marks means the applicable logo(s) provided to you at point of registration.

Registered Responsible Person means a Responsible Person who has been assessed and accepted by the Certification Body.

Responsible Person means a Competent Person with specific responsibility on a day-to-day basis for the safety, technical standard and quality of installation work.

Scheme Rules mean the Certification Body's Scheme Rules as defined in this document and updated from time to time.

Sub-Contracting means giving contractual responsibility to another Business for ensuring the Installation Work complies with, and is of a standard not less than that affording conformity with, industry best practice.

Suspension means the business's details will be held as inactive, details will be removed from all public registers and the business shall cease to advertise as 'Registered', removing all trademarks and logo's while in the process.

Trade Marks means the NICEIC and ELECSA logos and any other such devices as Certsure LLP may register.

Trading Title means the legal name including, where applicable, the trading style of the Business.

Us means Certsure LLP trading as NICEIC and ELECSA.

We means Certsure LLP trading as NICEIC and ELECSA.

You means a Business which has been assessed in accordance with the Scheme Rules and which possesses a valid Certificate of Registration with either NICEIC or ELECSA.

APPLICATION FOR REGISTRATION

2. Registration Process

- (1) A completed application form shall be submitted in respect of the Business. The principal address of the Business will be registered as the Head Office.
- (2) By applying for registration an Applicant undertakes to Us that if the application is accepted, the Applicant will comply with these Scheme Rules. We agree to comply with these Scheme Rules and to notify the Business of any amendments within a reasonable time.
- (3) Extensions to the standard scope of registration may be made available by Us to Businesses. Such extensions to registration shall be subject to separate application and assessment.

3. Application Fees and Charges

- (1) We will publish fees and charges which together with any VAT payable, shall be payable within 30 days of the day notified.
- (2) A fee shall be payable in respect of each application for registration and shall accompany the application. The fee covers the administrative cost involved in processing the application, the initial assessment of the Applicant and first year of registration.
- (3) A fee shall be payable for any additional assessments in connection with the application. All fees and charges relating to an application shall be as prescribed in accordance with Scheme Rule 3(1).
- (4) All fees and charges relating to the application will be retained by Us irrespective of the outcome.
- (5) If an Applicant fails to provide facilities for an assessment visit for which the Applicant has been given reasonable notice, or cancels an arranged assessment visit by giving Us less than 21 days' notice of cancellation, or fails to comply with Scheme Rule 6(5), the Applicant shall be responsible for payment of Our charges.

4. Requirements for Registration

A Business may apply for registration to be able to self-certify Installation Work if it:

- a) is directly engaged in Installation Work; and
- b) has premises appropriate for its Business; and
- c) has documentation and records appropriate to the range and scale of Installation Work undertaken which shall include guidance material as prescribed by Us, appropriate British Standards and other Industry Codes of Practice, prescribed forms of certification and evidence of the prescribed public liability insurance cover for the range of work undertaken; and
- d) has available for assessment sufficient Installation Work across the range carried out or managed that is of a standard acceptable to Us. This standard shall be not less than that affording conformity with the Approved Documents and appropriate British Standards and other Industry Codes of Practice; and
- e) has a system in place to ensure that appropriate prescribed forms of certification, including building regulation compliance certificates when required by the Building Regulations in England & Wales, are issued for all completed Installation Work in accordance with industry best practice and within the timeframe prescribed by Building Regulations; and
- f) employs only Competent Persons to carry out work who are adequately and appropriately supervised; and
- g) has test instruments appropriate to the range and scale of Installation Work undertaken - and maintains records demonstrating the accuracy and consistency of all test instruments used for certification; and
- h) has a documented health and safety policy statement and carries out risk assessments as appropriate; and
- i) maintains a record of all complaints received about the technical standard of Installation Work undertaken, together with a record of the corrective action, if any, taken to resolve those complaints; and
- j) has appointed a Principal Duty Holder and has proposed one or more Competent Person, as may be required by Us. An Applicant may propose the Principal Duty Holder also to be a Competent Person.

5. Personnel

- (1) A Principal Duty Holder is responsible for:
 - a) all matters relating to registration and be the main point of contact for all communication with Us; and
 - b) the maintenance of the overall standard and quality of the Installation Work carried out or managed by the Business; and
 - c) ensuring that there are systems in place whereby all Installation Work undertaken is carried out by Competent Persons who are adequately and appropriately supervised, and that the appropriate prescribed forms of certification have been issued for all completed Installation Work; and
 - d) ensuring that completed forms of certification are issued to the appropriate parties within 25 days of completion of the installation work.
- (2) A Competent Person is responsible for:
 - a) the day to day safety, technical standard and quality of the Installation Work carried out under that person's supervision; and
 - b) the technical standard of Installation Work; and
 - c) fulfilling the training and/or experience requirements, from time to time, prescribed and published by Us; and
 - d) being conversant with the current editions of the following:- Health and Safety Regulations, Industry associated guidance material as prescribed by Us, appropriate British Standards and other Industry Codes of Practice; and
 - e) being well versed in the inspection, testing, verification, certification procedures for the range of Installation Work undertaken by the Business; and
 - f) safeguarding Our branded forms against loss or theft and unauthorised use; and
 - g) ensuring that results of inspection and testing are properly recorded on the appropriate prescribed forms of certification, and reviews and confirms the results for acceptability.

6. Application Assessment

- (1) Every Applicant shall allow Our appointed representative to complete the assessment process by assessing the Applicant's test instruments, documentation, records and Installation Work completed and in progress. This shall include all the items referred to in Scheme Rule 4, together with such other items as may, from time to time, be prescribed and published by Us.
- (2) Every Applicant shall produce to Our appointed representative a list of all Installation Work completed during the previous 12 months and of all Installation Work in progress, and make available the specifications, drawings, certificates and reports relating to that work.
- (3) Every Applicant shall provide facilities for such assessments, including transport, tools, plant, test equipment and access to its place of Business and to the Installation Work selected for assessment.
- (4) The extent of assessment shall be prescribed by Us having regard to the range, scale and geographical spread of the Installation Work carried out or managed by the Business.
- (5) Each proposed Competent Person, as appropriate, shall be present throughout assessment visits. The Principal Duty Holder can be present for the initial briefing and for the closing meeting. No other person shall be present during the assessments without the express prior agreement of Our appointed representative or us.
- (6) When requested by Us, an Applicant shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by Us.

7. Appraisal of Application

- (1) When considering an application We may at Our discretion decide to:
 - a) grant registration; or
 - b) grant registration with Defined Scope in which event the scope of Installation Work covered by these Scheme Rules will be subject to such conditions as We see fit and which shall be agreed by and notified to the Applicant; or
 - c) defer for further consideration of the application for a period because either insufficient Installation Work was available for assessment or the Applicant otherwise failed to meet the requirements of Scheme Rule 4. Under these circumstances a further assessment of the Applicant may be necessary for which a charge will be payable in accordance with Scheme Rule 3; or
 - d) reject the application.
- (2) An application for registration may be cancelled by Us 12 months from the date of the application being received if the Applicant has not complied with Scheme Rules 4, 5 and 6 so as to enable Us to grant registration.

REGISTRATION

8. Effects of Registration

- (1) When registration is granted, the Trading Title of the Business shall be included on the applicable Register(s) of Certificated Businesses.
- (2) Registration shall be effective from the date that We are satisfied that the required conditions have been met. Subject to continued compliance with these Scheme Rules, registration shall subsist without renewal until 12 months after the date of initial registration is granted.
- (3) No Business is permitted to hold more than one registration number for each of Our trading brands.

9. Use of the Our Branded Forms, Marks, Logos and Certificate of Registration

- (1) You are entitled to a Certificate of Registration incorporating a registration number and to advertise that fact.
- (2) You shall at all reasonable times be prepared to produce your Certificate of Registration for assessment by Our appointed representative.
- (3) All right, title and interest in Our Trade Marks including any reputation and goodwill as may accrue as a result of use of Our Trade Marks by You is reserved to and shall belong absolutely to Us.
- (4) Subject to the conditions set out in these Scheme Rules, You are granted a non-exclusive license to use the applicable Trade Marks and Registration Marks in relation to Installation Work for as long as You remain on the Register(s) of Certificated Businesses.
- (5) You may use the words NICEIC Installer or ELECSA Registered Contractor as relevant to the scope of registration granted by Us and only in conjunction with your Trading Title registered with Us.
- (6) When You offer to undertake the design, construction, inspection or certification of Installation Work, You are permitted to confirm by the use of advertisements, Business stationery, invoices, certificates and the like bearing Our Trade Marks, Registration Marks or by use of branded forms that You are registered by Us for work included within the scope of your registration.
- (7) We may, from time to time, issue further binding instructions on the use of Trade Marks and Registration Marks by You. You shall comply with any such instructions.
- (8) Branded forms shall be issued only for Installation Work carried out or managed by You.
- (9) You shall safeguard all branded forms so as to prevent their misuse.
- (10) You shall notify Us in writing immediately on discovery of any loss or theft of branded forms.

10. Conditions for Continued Registration

- (1) You are eligible for continued registration for as long as:
 - a) we are satisfied that You continue to comply with the Scheme Rules published, updated and notified, from time to time, by Us, to You; and
 - b) payment of all fees is made within 30 days of the due date.

- (2) Your continued registration is confirmation of your acceptance to any changes made to the Scheme Rules and requirements, including increases to fees.

11. Change of Registration Particulars or Transfer of Certification

- (1) You shall give written notice to Us of any change of legal constitution, Trading Title, address, Principal Duty Holder, Competent Person or other significant particulars or declarations upon the basis of which certification was granted. Such notice shall be given within 30 days of any such change becoming effective. Following such change, continued registration and certification shall be at Our discretion.
- (2) Where, notwithstanding a change of legal constitution or Trading Title, You remain unchanged in all other material respects, We may at Our discretion grant a transfer of certification. The Business to which registration is transferred shall sign an undertaking that it will comply with the Scheme Rules and accept full responsibility for the Installation Work undertaken by the previous holder of the Certificate of Registration. Where a partnership is dissolved, certification may be transferred to a new Business comprising one or more of the former partners subject to the written agreement of all the former partners.
- (3) Where in Our opinion the changes are such that the conditions under which certification was granted are significantly affected, You shall, if We so require:
 - a) make a new application for certification; or
 - b) make facilities available, as required by Scheme Rule 12, for an additional assessment of You to be made to confirm continued compliance with these Scheme Rules.
- (4) Where there is a significant change in the range of Installation Work undertaken by You, You shall notify Us without delay and, if We so require:
 - a) make a new application for certification; or
 - b) make facilities available, as required by Scheme Rule 12, for an additional assessment of You to be made to confirm continued compliance with the Scheme Rules; or
 - c) accept certification and registration with Defined Scope in which event the scope of Installation Work covered will be subject to such conditions and notified to You.
- (5) Where Installation Work beyond the range of Defined Scope registration starts to be carried out or managed by You, an application shall be made to amend the scope of certification.
- (6) Where a Principal Duty Holder ceases to be employed in that capacity, You shall advise Us without delay and, within 30 days of the change, provide a declaration on the form prescribed by Us to confirm that a suitable replacement has been appointed.
- (7) Where a Competent Person ceases to be employed in that capacity, You shall advise Us without delay and, within 30 days of the change, provide a declaration on the form prescribed by Us to confirm that all Installation Work is, and will continue to be, under the supervision of a named Competent Person. A replacement Competent Person shall be proposed within 60 days of a former Competent Person ceasing to be employed in that capacity. A replacement Competent Person accepted by Us shall be employed in that capacity within 120 days of the former Competent Person ceasing to be employed in that capacity.
- (8) Fees and charges paid in respect of change of registration particulars or transfer of registration or certification are not refundable.

12. Periodic Assessment

- (1) For the purpose of determining your continued eligibility for registration, You shall undergo periodic assessments at such times as We shall require.
- (2) During each assessment, You shall produce to Our appointed representative a list of all Installation Work completed since the previous assessment and of all Installation Work in progress and make available any specifications, drawings and certificates relating to that work. You shall permit Our appointed representative to assess the items referred to in Scheme Rule 4, duplicates of all prescribed forms of certification issued, all Installation Work completed since the previous assessment and in progress and any other items as may, from time to time, be prescribed and published by Us. It shall also provide facilities for such assessments including transport and test equipment, and shall arrange access to the Installation Work selected for assessment. The Principal Duty Holder and each Competent Person shall be present for the assessment in accordance with Scheme Rule 6(5). During the periodic assessment, the Competent Person shall demonstrate compliance with Scheme Rule 5(2).
- (3) The extent of assessment shall be prescribed by Us having regard to the range, scale and geographical spread of the Installation Work undertaken.
- (4) Where You are found not to comply with these Scheme Rules, We shall notify You of the non-conformances, which may necessitate Us carrying out further assessments. You shall be responsible for your own costs and for payment of Our charges for further assessments as published by Us. Where Our appointed representative identifies non-conformances You shall undertake appropriate corrective action.
- (5) Where You fail to provide facilities for an assessment visit for which reasonable notice has been given, or cancel an arranged assessment by giving less than 21 days' notice, or fails to comply with Scheme Rule 6(5), You shall be responsible for payment of Our charges as published by Us.
- (6) When requested by Us, You shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by Us.

13. Sub-Contracting

- (1) You shall not sub-contract Installation Work without first informing the person ordering the work.
- (2) You shall permit the assessment of and accept full responsibility including any liability arising under Scheme Rule 14 for Installation Work sub-contracted to another party.
- (3) Where You sub-contract Installation Work, that work shall be undertaken by a Certificated Business that is registered with a Competent Person Scheme Operator accredited by UKAS. Installation Work shall be required to be self-certified only by the Certificated Business that carried out that work.

14. Complaint Resolution

- (1) Where a complaint is received by Us alleging that the standard of Installation Work undertaken by You is below that required by Scheme Rule 4(d), You shall provide facilities for inspections to be carried out, including transport, test equipment and access to the work to be inspected. You shall provide documentation relating to the work and the Competent Person currently responsible for the work and the Principal Duty Holder, where appropriate, shall be present throughout these inspections. The complainant or their representative is entitled to be present during such inspections but no other person shall be present without the express prior agreement of Us.
- (2) Where as a result of such inspections it is shown to Our satisfaction that the standard of the Installation Work is below that required by Scheme Rule 4(d) You shall, at your own expense, take remedial action within the specified time. In addition to your own costs You shall meet Our costs, including those relating to the inspections, as published by Us.
- (3) If You do not take such remedial action within the specified time, We may appoint another Certificated Business to undertake the remedial action and You shall be liable to reimburse Us for all costs incurred.
- (4) We may at Our discretion appoint another Certificated Business to provide facilities for inspections to be carried out, and/or to undertake any necessary remedial work. Where We decide that a complaint is justified, the Business responsible for the work complained about shall be liable to reimburse Us for all costs incurred.

15. Suspension of Certification

- (1) Businesses are able to request to suspend their certification, this is termed voluntary suspension, this request will be reviewed against the scheme requirements prior to action and upon request to lift this voluntary status.
- (2) NICEIC may, suspend with immediate effect, your Trading Title from the Register of Certificated Businesses if:
 - a) You have failed to notify US of any change of legal constitution, Trading Title or other title, addresses or Nominee or Technical Representative, as required by Rule 11; or
 - b) You have failed to make payment to Us of the prescribed charges as required by Rule 3 and 10; or
 - c) You have failed to provide periodic assessment facilities, as required by Rule 12; or
 - d) You have failed to accept assessments to the extent prescribed by Us having regard to the range, scale and geographical spread of work undertaken as required by rule 12; or
 - e) You have sub-contracted work other than in accordance with Rule 13; or
 - f) You have failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Rule 14; or
 - g) You have failed to take corrective action in connection with a complaint within a specified timescale, as required by Rule 14; or
 - h) You have failed to reimburse Our costs incurred in employing another Certified Business to resolve a complaint about the technical standard of Installation work as required by Rule 14; or
 - i) You have made any wilful misrepresentation in connection with your registration, certification; or
 - j) You have culpably or negligently created, or caused to be created, a risk to life or limb or a serious hazard through the use, in Installation Work, of faulty or unsuitable materials; or by faulty design or workmanship; or
 - k) You have carried out Installation work below the standard required by Rule 4; or
 - l) You have performed any act which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
 - m) You have made use of the Certificate of Registration or Our Trade Marks, Logos or Certification Mark in a manner which, in Our opinion, is likely to bring Us into disrepute; or
 - n) You are unable to pay your debts as they fall due, or suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:
 - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
 - a composition, assignment or arrangement with any of its creditors; or
 - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of You or any of your assets; or
 - the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of You or any other agreement or arrangement having similar effect; or
 - any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within 7 days; or
 - o) In Our opinion the nature of your work has changed or You shall cease to trade or if there be any change in the ownership of your business' Trading Title which affects the conditions under which You were registered; or
 - p) You have failed to appoint a replacement Principal Duty Holder as required by Scheme Rule 4(j) and 11(6); or
 - q) You have failed to employ a Qualified Supervisor/Responsible Person or an appropriate number of Qualified Supervisors or failed to take the required action, as required by Scheme Rule 4(j) and Scheme Rule 11(7); or
 - r) You have committed any other breach of the obligations imposed by these Rules; or
 - s) You have failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed
- (3) Before moving to Cancellation of Registration, review will be completed by Us, once we have confirmed the business's breach of these Rules, action will be commenced as advised in rule 16 (3).
- (4) A business' certification which is suspended shall not be transferred to another business.
- (5) Notwithstanding the requirements of Confidentiality and Data Protection, We may at Our discretion make public the suspension of an Registered business' Trading Title from the Register and advise of the Rule(s) breached.
- (6) Suspension of certification will not affect any existing rights and/or claims by Us against the Installer and will not relieve you from fulfilling obligations accrued.
- (7) For whatever reason Registration is suspended Our reputation must be protected therefore your business must immediately cease all use of Registration Marks, Trade Marks and Certification Logos.

16. Cancellation of Registration

- (1) We may, at any time, remove your Trading Title from the Register of Certificated Businesses if You fail to make payment of the prescribed annual registration fee, as stated in Scheme Rule 10(1), or any other fees required by these Scheme Rules, within 30 days of the due date. The decision to remove your Trading Title from the Register of Certificated Businesses under this Scheme Rule shall be notified to You in writing by email or registered post and shall be deemed to become effective at the expiration of 14 days after the recorded date of the communication unless a satisfactory explanation for the non-payment is received by email or registered post within that time.
- (2) We may, at any time, remove your Trading Title from the Register of Certificated Businesses if:
 - a) You have failed to notify Us of any change of legal constitution, Trading Title or other title, addresses, Principal Duty Holder or Competent Person, as required by Scheme Rule 11(1); or
 - b) You have failed to make payment to Us of the prescribed charges as required by Scheme Rule 3 and 10; or
 - c) You have failed to provide periodic assessment facilities, as required by Scheme Rule 12(2); or
 - d) You have failed to accept assessments to the extent prescribed by Us having regard to the range, scale and geographical spread of work undertaken, as required by Scheme Rule 12(3); or
 - e) You have sub-contracted work other than in accordance with Scheme Rule 13; or
 - f) You have failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Scheme Rule 14(1); or
 - g) You have failed to take corrective action in connection with a complaint within a specified timescale, as required by Scheme Rule 14(2); or
 - h) You have failed to reimburse Our costs incurred in employing another Certificated Business to resolve a complaint about the technical standard of Installation Work as required by Scheme Rules 14(3) and 14(4); or
 - i) You have made any willful misrepresentation in connection with your registration, certification; or
 - j) You have culpably or negligently created or caused to be created a risk to life or limb or a serious hazard through the use, in Installation Work, of faulty or unsuitable materials or by faulty design or workmanship; or
 - k) You have carried out Installation Work below the standard required by Scheme Rule 4(d); or
 - l) You have performed any act which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
 - m) You have made use of the Certificate of Registration or Our Trade Marks, Logos or Registration Marks in a manner which, in Our opinion, is likely to bring Us into disrepute; or
 - n) You are unable, or admit inability, to pay your debts as they fall due, or suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:
 - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding a members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
 - a composition, assignment or arrangement with any of your creditors; or
 - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of You or any of your assets; or
 - the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of You or any other agreement or arrangement having similar effect; or
 - any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within 7 days; or
 - o) In Our opinion the nature of your work has changed or You shall cease to trade or if there be any change in the ownership of your Business' Trading Title which affects the conditions under which You were registered; or
 - p) You have failed to appoint a replacement Principal Duty Holder as required by Scheme Rule 4(j) and Scheme Rule 11(6); or
 - q) You have failed to employ a Competent Person or an appropriate number of Qualified Supervisors or failed to take the required action, as required by Scheme Rule 4(j) and Scheme Rule 11(7); or
 - r) You have committed any other breach of the obligations imposed by these Scheme Rules.
- (3) Before deciding whether or not to remove your Trading Title from the Register of Certificated Businesses in accordance with Scheme Rule 15(3) We shall inform You of the alleged breach(es) of the Scheme Rule(s) in writing by email or registered post, and afford You an opportunity to offer an explanation in writing by email or registered post within 21 days of the date of such Notification. The decision shall be made within a reasonable time following receipt of any such explanation, or if no such explanation is given within a reasonable time, following the expiry of the 21 day period, your Trading Title will be removed from the register.
- (4) With the exception of removal from the Register of Certificated Businesses under Scheme Rule 15(1), a decision to remove your Trading Title from the Register of Certificated Businesses under these Scheme Rules shall be notified to You promptly in writing by email or registered post. A decision to remove your Trading Title from the Register of Certificated Businesses will be implemented from the date of the Notification of the decision.
- (5) The registration of a Certificated Business which is cancelled under Scheme Rule 15 shall not be transferred to another Business.
- (6) Any resignation of a Certified Business must be made to Us in writing by You.
- (7) Notwithstanding Scheme Rule 17, We may at Our discretion make public the removal of your Trading Title from the Register of Certificated Businesses and the Scheme Rule(s) breached.

17. Appeals

- (1) You may make an appeal against any decision made by Us to refuse your application for registration or to cancel your registration as a registered installer, excluding non-payment of fees. The grounds for appeal must be sent to Us, in writing, by Royal Mail signed for service, within 14 days of the date of the notification of the decision.

- (2) We shall make a ruling within a reasonable time scale on the appeal submitted. No person who participated in making the decision being disputed shall participate in Our consideration of your appeal.
- (3) If You do not accept Our ruling in 16(2) above, You may make a final written appeal which will be heard by an appeals committee. The appeal and grounds for appeal including all supporting documentation must be sent to Us, by Royal Mail signed for service, within 28 days of notification of the ruling.
- (4) The appeal committee shall be made up of individuals who have had no prior involvement with the decision under appeal and we shall notify You of the composition of the appeal committee as soon as practical after they have been appointed.
- (5) The appeal committee shall have full powers to:
 - a) uphold the appeal and either to reverse or modify the decision appealed against, subject to any conditions that the appeal committee may apply;
 - b) to reject the appeal;
 - c) In the absence of any order by the appeal committee to the contrary, each party shall bear its own costs.
- (6) The decision of the appeal committee shall be final, conclusive and binding on Us and You.

Full details of the appeals process is outlined within the Certsure Appeals Leaflet which is available upon request.

18. Misuse of Our Branded Forms, Marks, Logos and Certificate of Registration

- (1) You shall not issue an NICEIC or ELECSA or other Certsure LLP branded form in respect of Installation Work unless You have carried out the work which is the subject of the branded form.
- (2) When offering to undertake the design, construction, inspection, testing or certification of Installation Work not included within the scope of your registration You shall not imply by the use of advertisements, Business stationery, invoices, certificates or report forms and the like bearing Our Trade Marks, Logos or Registration Marks that you are approved by Us for that work.
- (3) If your Trading Title is removed from the Register of Certificated Businesses, your licence to use Our Trade Marks and Registration Marks under Scheme Rule 9(4) will cease with immediate effect and You will retain no rights in Our Trade Marks or Registration Marks. You shall immediately cease all use of Our Trade Marks and Registration Marks and, in particular, You shall not use or display or permit to be used or displayed any reproduction, print or replica of Our Marks or Registration Marks in any form or on any material whatsoever.
- (4) If your Trading Title is removed from the Register of Certificated Businesses You shall not exhibit or cause the Certificate of Registration (or any copy) to be exhibited anywhere.
- (5) If your Trading Title is removed from the Register of Certificated Businesses You shall immediately destroy the Certificate of Registration and all unused branded forms.
- (6) No Business whose Trading Title has been removed from the Register of Certificated Businesses or is otherwise not registered shall use Our Trade Marks, Logos or Registration Marks in any manner or for any purpose whatsoever, nor shall it in any way represent itself or its Business as being registered.

CONFIDENTIALITY

All information, acquired and held by Us in respect of You, other than that published in the Register of Certificated Businesses, shall be held by Us in confidence and, except as required by an accreditation body, by law, by these Scheme Rules or to confirm compliance with the Scheme Rules, shall not be disclosed by Us to a third party without the prior written agreement of the Business concerned.

DATA PROTECTION

- (1) We will handle data in accordance with GDPR Legislation. Data will be stored for certification and registration purposes.
- (2) We may keep and use personal data (such as contact details) about the Business and employees of the Business for all purposes that We require to properly maintain the Register of Certificated Businesses and to ensure compliance with the Scheme Rules, including, but not limited to, the disclosure to third parties of the identity of such officers and employees.
- (3) Unless the Business and employees of the Business request otherwise, We may, from time to time, authorise the dissemination to such persons of sales and marketing materials relating to any services that We believe would be of interest to them. Such dissemination may be made by Us or by other persons authorised by Us. You can update your personal communication preferences via our website, search 'Preference Centre' on niceic.com or elecsa.co.uk
- (4) We reserve the right to conduct a credit check on You.
- (5) We may share information on Our payment experiences with You with third parties.

PROFESSIONAL CONDUCT

In order to provide the best service We are committed to the wellbeing of our customers and employees. We expect individuals using our services and premises to treat others with courtesy and respect. Verbal abuse, harassment and violence towards our employees is unacceptable and We will not hesitate to take action which could lead to prosecution and/or removal of certification/services.

LAW AND JURISDICTION

The registration process and the validity, construction and performance of these Scheme Rules shall be governed by English Law. The invalidity or unenforceability of any provision of these Scheme Rules and conditions shall not affect the validity or enforceability of any other provision, and any invalid or unenforceable provision shall be severable.

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