

# APPROVED CONTRACTOR SCHEME RULES

## INTRODUCTION

NICEIC provides certification services to businesses that undertake electrical work in compliance with the standard BS 7671 and related codes of practice.

A business directly carrying out electrical work, and wishing to be assessed in accordance with the Scheme Rules, may make an application for certification to NICEIC. Where the business's resources and electrical work are subsequently assessed and found to meet the requirements of these Rules, the business may be granted Certification. Continued certification will be subject to surveillance assessments confirming that the business continues to comply with the requirements of these Scheme Rules.

## DEFINITIONS

### 1. In these Rules

**Applicant** means a business applying for certification.

**Approved Contractor** means a business which has been assessed in accordance with the Scheme Rules and which possesses a valid Certificate of Certification.

**Branch** means a place of business, other than the Head Office, and includes all subsidiaries undertaking Electrical Work.

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

**Certificate** means a certificate awarded by NICEIC under Rule 8 of the Scheme Rules.

**Certsure LLP** means the board of directors of Certsure LLP.

**Competent Person** means a person who, possessing the necessary technical knowledge, skill and experience for the nature of the Work undertaken, is able to prevent danger and where appropriate injury.

**Contracting Address** means an address from which a business carries out or manages Electrical Work and to which correspondence can be posted.

**Contracting Branch** means a Branch from which Electrical Work is carried out or managed.

**Defined Approval** means approval for a defined scope of Electrical Work which may be subject to specific requirements.

**Electrical Work** means the design, construction, installation, inspection which may have specific requirements, testing and/or maintenance of work falling within the scope of the current version of BS 7671.

**Head Office** means the principal place of business.

**NICEIC** means Certsure LLP trading as NICEIC.

**NICEIC's Certification Mark** means the stylised letters NICEIC with NIC in red with an elongated 'i' and EIC in white with the words APPROVED CONTRACTOR below on a coloured background.

**NICEIC Forms** means forms of certification and reporting bearing NICEIC's Logo.

**Non-contracting Branch** means a Branch from which Electrical Work is not carried out or managed, which a business wishes to be included in the Register of Approved Contractors.

**Notification by NICEIC** means the despatch of any document to the Head Office and/or any Contracting Branch of an Approved Contractor or Applicant.

**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 electrical work undertaken.

**Qualified Supervisor** means a person, proposed by the business and subject to acceptance and surveillance assessment by NICEIC, who is available on a full time basis and who has specific responsibility on a day to day basis for the safety, technical standard and has a minimum of two years Technical Responsibility.

**Register of Approved Contractors** or **Register** means the register of businesses possessing a valid Certificate of Registration maintained and published by NICEIC.

**Registration** means the inclusion of a business's Trading Title in the Register.

**Scheme Rules** means NICEIC's Approved Contractor Scheme Rules as updated from time to time.

**Sub-contracting** means giving contractual responsibility to another business for ensuring the Electrical Work complies with, and is of a standard not less than that affording conformity with, the current edition of BS 7671.

**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 letters NICEIC; the words NICEIC APPROVED CONTRACTOR; and the NICEIC's Certification Mark.

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

**Us** means Certsure LLP trading as NICEIC.

**We** means Certsure LLP trading as NICEIC.

**You** means a business which has made an application for Registration to NICEIC or has been assessed in accordance with these scheme rules and which possesses a valid Certificate with NICEIC.

# **APPLICATION FOR CERTIFICATION**

## **2. Applications for Certification**

- (1) A completed application on the form prescribed by Us shall be submitted to Us in respect of the Head Office and each Branch for which certification is sought or required. The principal address of the business will be registered as the Head Office. The Scheme Rules will apply to the Head Office and each Branch with equal validity.
- (2) By applying for Certification 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 scope of Certification may be made available by Us to businesses. Such extensions to Certification shall be subject to separate application and assessment.

## **3. Fees and Charges**

- (1) Our financial year ends on 31 March. We may, from time to time, prescribe and publish fees and charges which together with such VAT as may be payable thereon all payments shall be payable within thirty days of the day notified unless alternative payment terms are agreed in writing between Us and You.
- (2) A fee shall be payable in respect of each application for Certification and shall accompany the application. The fee covers the administrative cost involved in processing the application and the initial assessment of You.
- (3) A fee shall be payable for any additional assessments in connection with the Certification. All fees and charges relating to a Certification shall be as prescribed in accordance with rule 3(1).
- (4) All fees and charges relating to the application will be retained by Us irrespective of the outcome.
- (5) If You fail to provide facilities for an assessment visit for which You have been given reasonable notice, or cancel an arranged assessment visit by giving Us less than twenty one days' notice of cancellation, or fail to comply with rule 6, You shall be responsible for payment of Our charges.
- (6) Upon acceptance of Certification a fee shall be payable to cover registration up to the last day of March. Subsequent fees are then charged annually to cover Certification from 1st April to last day of March inclusive. (This may vary for clients who have held a previous certification with us).
- (7) Any charges and costs incurred between the business and Us, for affinity services (such as training and goods) shall be paid in accordance with the payment terms above.

## **4. Requirements for Certification**

- (1) A business may apply for registration as an Approved Contractor if it:
  - (a) is directly engaged in electrical work; and
  - (b) provides a postal address for correspondence for its contracting address(es); and
  - (c) has documentation and records appropriate to the range and scale of electrical work undertaken which shall include BS 7671\* Requirements for Electrical Installations (IET Wiring Regulations), associated guidance material\* as prescribed by Us, appropriate British Standard\* and other Industry Codes of Practice\*, prescribed forms of certification and reporting, and evidence of the prescribed public liability insurance cover for the range of electrical work undertaken; and
  - (d) has available for assessment sufficient 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 BS 7671\*, and appropriate British Standard\* and other Industry Codes of Practice\*; and
  - (e) has a system in place to ensure that appropriate prescribed forms of certification and reporting are issued for all completed electrical work in accordance with the requirements of BS 7671\*; 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 electrical work undertaken and maintains and records the accuracy and consistency of all test instruments used for certification and reporting purposes; and
  - (h) has a written 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 electrical work undertaken, together with a record of the remedial action, if any, taken to resolve those complaints; and
  - (j) has appointed a Principal Duty Holder and has proposed an adequate number of Qualified Supervisors, as may be required by Us. A Principal Duty Holder may also be a Qualified Supervisor.

## **5. Personnel**

- (1) The Principal Duty Holder is responsible for:
  - (a) all matters relating to Certification and be the main point of contact for all communication with Us; and
  - (b) the maintenance of the overall standard and quality of the electrical work carried out or managed by the business and for the assignment of electrical work to a Qualified Supervisor; and
  - (c) ensuring that there are systems in place whereby all electrical work undertaken is carried out by Competent Persons who are adequately and appropriately supervised, and that the appropriate prescribed forms of certification and reporting have been issued for all completed electrical work.
- (2) Qualified Supervisor(s) are responsible for:
  - (a) the day to day safety, technical standard and quality of the electrical work carried out under that person's supervision; and
  - (b) the technical standard of electrical 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 Electricity at Work Regulations\*, BS 7671\*, associated guidance material\* as prescribed by Us, appropriate British Standard\* and other Industry Codes of Practice\*; and
- (e) being well versed in the inspection, testing, verification, certification and reporting procedures for the range of electrical work undertaken by the business; and
- (f) demonstrates a basic awareness of fire safety; and
- (g) safeguarding Our branded Forms against loss or theft and unauthorised use; and
- (h) ensuring that results of inspection and testing are properly recorded on the appropriate prescribed forms of certification and reporting, and reviews and confirms the results for acceptability.
- (i) accommodating assessments by Us
- (j) being available on a full time basis

## 6. Application Assessment

- (1) Every applicant shall permit Our appointed representative to complete the assessment process by assessing the applicant's test instruments, documentation, records and electrical work completed and in progress. This shall include all the items referred to in 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 electrical work completed during the previous six months and of all electrical 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 electrical 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 electrical work carried out or managed from the contracting address.
- (5) Each proposed Qualified Supervisor, as appropriate, shall be present throughout assessment visits. The nominated Principal Duty Holder shall 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 for Witnessed Assessments to be undertaken for example by the United Kingdom Accreditation Service (UKAS).
- (7) All electronic recording devices are switched off for the duration, it is not permitted that any part of the assessment is recorded.

## 7. Appraisal of Application

- (1) When considering an application We may at Our discretion decide to:
  - (a) grant Certification; or
  - (b) grant Certification with Defined Approval in which event the scope of electrical work covered by this Rule will be subject to such conditions as We see fit and which shall be agreed by and notified to the applicant; or
  - (c) defer further consideration of the application for a period because either insufficient electrical work was available for assessment or the applicant otherwise failed to meet the requirements of Rule 4. Under these circumstances a further assessment of the applicant may be necessary for which a charge will be payable in accordance with Rule 3; or
  - (d) reject the application.
- (2) An application for Certification may be cancelled by Us twelve months after the date of the application if the applicant has not complied with the requirements of Rules 4 and 5 so as to enable Us to grant Certification.
- (3) In the event that You have been registered with us previously either under a previous trading title or your current trading title, and a claim was paid out as a result of our Platinum Promise Warranty, you will be expected to reimburse all fees incurred before registration is granted.

# CERTIFICATION

## 8. Effect of Certification

- (1) When Certification is granted, the Trading Title of the Approved Contractor shall be included in the Register.
- (2) Certification shall be effective from the date that We are satisfied that the required conditions have been met and the prescribed Certification fee has been paid. Subject to continued compliance with the Scheme Rules, Certification shall remain in place until the end of Our financial year in which Certification is granted.

## 9. Conditions for Continued Certification

- (1) An Approved Contractor is eligible for continued Certification for as long as:
  - (a) We are satisfied that it continues to comply with the requirements of the Scheme Rules published, from time to time, by Us; and
  - (b) payment of all fees is made within thirty days of the due date.
  - (c) contact information for your business is kept up to date by You and any changes notified to Us immediately.
- (2) If, at any time, an Approved Contractor forms an additional business undertaking electrical work at any address, or starts electrical work from an additional address, an application shall be made without delay for Certification of that business or new address as a Contracting Branch. Certification of each Contracting Branch shall be completed within thirty days.

## 10. Sub-contracting

- (1) You shall not sub-contract Electrical Work without first getting the agreement of the person ordering the work.
- (2) You shall permit the assessment of and accept full responsibility including any liability arising under Rule 14 for Electrical Work sub-contracted to another party.
- (3) Where You sub-contract Electrical Work, that work shall either:
  - (a) be carried out in its entirety by a business which holds a current certificate covering the range of work sub-contracted, issued by a certification body accredited by UKAS to ISO/IEC 17065: 2012 or
  - (b) be inspected and tested during construction and on completion, and certified, in accordance with BS 7671, by a business which holds a current certificate covering the range of work sub-contracted, issued by a certification body accredited by UKAS to ISO/IEC 17065: 2012.

## 11. Use of Our Forms, Marks and Certificate of Certification

- (1) You are entitled to a Certificate of Registration incorporating a Certification number and, for so long as it is certified, to advertise that fact.
- (2) You shall at all reasonable times be prepared to produce your Certificate of Certification for assessment by Our appointed representative upon request.
- (3) We are the owner of the Our Trade Marks. 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 the Scheme Rules, You are granted a non-exclusive licence to use Our Trade Marks and Our Registration Mark in relation to Electrical Work for as long as You remain on the Register.
- (5) You shall not use Our Trade Marks or Our Certification Mark in conjunction with any trading name other than your Trading Title registered with Us.
- (6) You shall use Our Trade Marks, Our Certification Mark and Our Forms only at the Head Office or Branches that are on the Register. Our Trade Marks and Our Certification Mark may not be used in connection with a Branch from which Electrical Work is not carried out unless that Branch is registered with Us as a Non-Contracting Branch.
- (7) You are permitted to confirm by the use of advertisements, business stationery, invoices, certificates or report forms etc. bearing Our Trade Marks, Our Certification Mark or by use of Our Forms that it is approved by Us for work included within the scope of your Certification.
- (8) We may, from time to time, issue further binding instructions on the use of Our Trade Marks and Our Certification Mark by You. You shall comply with any such instructions.
- (9) Our forms shall be issued only for Electrical Work carried out or managed by You.
- (10) You shall safeguard all unused Our Forms so as to prevent their misuse.
- (11) You shall notify Us in writing immediately on discovery of any loss or theft of Our Forms.
- (12) Your Certification does not cover Third Party Certification therefore any work not undertaken by You shall not be certified by You or notified to Us.

## 12. Change of Certification 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, Qualified Supervisor or other significant particulars or declarations upon the basis of which Certification was granted. Such notice shall be given within thirty days of any such change becoming effective. Following such change, continued 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 Electrical Work undertaken by the previous holder of the Certificate of Certification. 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 Rule 13, for an additional assessment of the You to be made to confirm continued compliance with the Scheme Rules.
- (4) Where there is a significant change in the range of Electrical Work undertaken by You, You shall notify Us and, if We so require:
  - (a) make a new application for Certification; or
  - (b) make facilities available, as required by Rule 13, for an additional assessment of You to be made to confirm continued compliance with the Scheme Rules; or
  - (c) accept registration with Defined Approval in which event the scope of Electrical Work covered by this Scheme Rule will be subject to such conditions as We see fit and which shall be agreed by and notified to You
- (5) Where Electrical Work beyond the scope of Certification starts to be carried out or managed from a contracting address having Defined Approval, 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 thirty 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 Qualified Supervisor ceases to be employed in that capacity, You shall advise Us without delay and, within thirty days of the change, provide a declaration on the form prescribed by Us to confirm that all Electrical Work is, and will continue to be, under the supervision of a named Competent Person. A replacement Qualified Supervisor, accepted by Us, shall be employed in that capacity within 120 days of the former Qualified Supervisor ceasing to be employed in that capacity.
- (8) Fees and charges paid in respect of change of Certification particulars or transfer of Certification are not refundable.

### **13. Surveillance**

- (1) For the purpose of determining its continued eligibility for Certification, You shall be required to facilitate surveillance requirements as defined by Us, based on the range, scope, personnel and geographical spread of the Electrical work undertaken.
- (2) During each assessment, You shall produce to Our appointed representative a list of all Electrical Work completed since the previous assessment of all Electrical Work in progress and make available the specifications, drawings, certificates and reports relating to that work. You shall permit Our appointed representative to assess the items referred to in Rule 4, duplicates of all prescribed forms of certification and reporting issued and in progress and any other items as may, from time to time, be prescribed and published by Us. You shall also provide facilities for such assessments including transport and test equipment, and shall arrange access to the Electrical Work selected for assessment. The Principal Duty Holder and each Qualified Supervisor shall be present for the assessment in accordance with Rule 4(1). During surveillance, the Qualified Supervisor shall demonstrate compliance with Rule 5(2).
- (3) The cancellation by You of two or more scheduled assessments may lead to a review of your Certification, this could in turn lead to Cancellation of Certification Rule 17.
- (4) Where You are found not to comply with the requirements of the Scheme Rules, We shall notify You of the non-compliances, 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 may, from time to time, be determined and published by Us. Where Our appointed representative identifies non-compliances You shall undertake appropriate remedial 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 twenty one days' notice, or fails to comply with Rule 4(1)d, You shall be responsible for payment of Our charges as may, from time to time, be determined and 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.
- (7) All electronic recording devices are switched off for the duration, it is not permitted that any part of the assessment is recorded.

### **14. Complaint Resolution**

- (1) Where a complaint is received by Us alleging that the standard of Electrical Work undertaken by You is below that required by Scheme Rule 4(1)(d&e), You shall co-operate with our Complaint Resolution process, including investigation, the return of documentation and attending Site Inspections within the timescales set by Us.
- (2) If deemed necessary, You shall be expected to accept a Site Inspection from a selection of dates given to You by Us. To facilitate Site Inspections to be carried out by Us, You will need to provide transport, test equipment and access for the work to be inspected also providing documentation relating to the work. The QS or PDH, where appropriate, shall be present at these Site Inspections. The complainant or their representative is entitled to be present during such Site Inspections but no other person shall be present without prior agreement by Us.
- (3) We may at Our discretion facilitate a Site Inspection without your attendance when investigating a complaint.
- (4) Where as a result of such Site Inspections it is shown to our satisfaction that the standard of your Electrical Work is below that required by Scheme Rule 4 (1) (d&e) You shall at your own expense, take remedial action within the specified timescales set by Us. In addition to your own costs You shall meet Our costs, including those relating to the Site Inspections, as published by Us.
- (5) If You do not take such remedial action within the specified time, We may appoint another business to undertake the remedial action and You shall be liable to reimburse Us for all costs incurred.
- (6) We may at our discretion appoint another business to undertake Site Inspections, and/or to undertake any necessary remedial work. Where We decide that a complaint is justified, the business responsible for the works shall be liable to reimburse Us for all costs incurred.

### **15. Misuse of Our Forms, Marks, Logo and Certificate of Registration**

- (1) You shall not issue an NICEIC Form in respect of Electrical Work unless You 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 Electrical 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 etc bearing Our Trade Marks, Our Logos or Our Registration Mark that You are approved by Us for that work.
- (3) If your Trading Title is removed from the Register, your licence to use Our Trade Marks and Our Registration Mark under Rule 15 will cease with immediate effect and You will retain no rights in Our Trade Marks or Our Registration Mark. You shall immediately cease all use of Our Trade Marks and Our Registration Mark and, in particular, You shall not use or display or permit to be used or displayed any reproduction, print or replica of Our Trade Marks or Our Registration Mark in any form or on any material whatsoever.
- (4) If your Trading Title has been suspended or cancelled from the Register You shall not exhibit or cause the Certificate of Registration (or any copy) to be exhibited anywhere.
- (5) If your Trading Title has been suspended or cancelled from the Register You shall immediately destroy the Certificate of Registration and all unused Our Forms.
- (6) If your Trading Title has been suspended or cancelled from the Register or is otherwise not registered You shall not use Our Trade Marks, Our Logo or Our Registration Mark in any manner or for any purpose whatsoever, nor shall You in any way represent yourself as being registered.



## 16. Suspension of Certification

- (1) Businesses are able to request to suspend their certification, this is termed voluntarily suspension, this request will be reviewed against the scheme requirements prior to action and will be reviewed one again upon request to lift this voluntary status.
- (2) We may, suspend with immediate effect, your Trading Title from the Register of Certificated Businesses if:
  - (a) You have failed to make payment to Us of the prescribed charges as required by Rules 3, 6 and 9; or
  - (b) You have failed to notify US of any change of legal constitution, Trading Title or other title, addresses or PDH or QS, as required by Rule 12; or
  - (c) You have failed to provide surveillance facilities, as required by Rule 13; 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 14; or
  - (e) You have sub-contracted work other than in accordance with Rule 10; or
  - (f) You have failed to cooperate with complaint resolution in in connection with a complaint, as required by Rule 14; or
  - (g) You have failed to respond to Us and/or taken corrective action in connection with a complaint within the specified timescale as required by scheme 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 Electrical work as required by Rule 14; or
  - (i) You have made any willful misrepresentation in connection with your, 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 Electrical Work, of faulty or unsuitable materials; or by faulty design or workmanship; or
  - (k) You have carried out Electrical work below the standard required by the standards under which certification was granted; 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 businesses' 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 5(1) and 12; 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 5(2) and Scheme Rule 12; or
  - (r) You have committed any other breach of the obligations imposed by these Scheme 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 Certification, a review will be completed by Us, once we have confirmed the business's breach of these Scheme Rules, action will commence as advised in rule 17 (2).
- (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 Electrical Installer and will not relieve You from fulfilling obligations accrued.
- (7) For whatever reason Certification is suspended Our reputation must be protected therefore your business must immediately cease all use of Certification Marks, Trade Marks and Certification Logos.

## 17. Cancellation of Certification

- (1) We may, at any time, remove your Trading Title from the Register if You fail to make payment of fee(s), as required by Rule 9, or any other fees required by these Scheme Rules, within thirty days of the date notified to You as the date for renewal of Certification or payment of the fee. The decision to remove your Trading Title from the Register 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 fourteen days after the recorded date of the communication unless payment or 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 if:
  - (a) You have failed to notify Us of the existence of a contracting address as required by Scheme Rules 2(2) and 9 or to complete registration of that contracting address as required by Scheme Rule 9; or
  - (b) You have failed to notify Us of any change of legal constitution, Trading Title or other title, addresses, Principal Duty Holder or Qualified Supervisor, as required by Scheme Rule 12; or
  - (c) You have failed to make payment to Us of fees as required by Scheme Rule 3; or
  - (d) You have failed to provide surveillance facilities, as required by Scheme Rule 13; or

- (e) You have failed to accept assessments to the extent prescribed by Us having regard to the range, scale and geographical spread of Electrical Work undertaken, as required by Scheme Rule 13(2); or
- (f) You have sub-contracted work other than in accordance with Scheme Rule 10; or
- (g) You have failed to cooperate with complaint resolution in connection with a complaint, as required by Scheme Rule 14; or
- (h) You have failed to respond to Us and/or taken corrective action in connection with a complaint within the specified timescale as required by Scheme Rule 16(1)(2); or
- (i) You have failed to reimburse Our costs incurred in employing another Contractor to resolve a complaint about the technical standard of electrical work as required by Scheme Rules 14(4) and 14(5); or
- (j) You have made any wilful misrepresentation in connection with its Certification; or
- (k) 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 Electrical Work, of faulty or unsuitable materials or by faulty design or workmanship; or
- (l) You have carried out electrical work below the standard required by Scheme Rule 4(1)(e); or
- (m) You have performed any act which, in Our opinion, is contrary or prejudicial to the objectives or Our reputation; or
- (n) You have made use of the Certificate of Registration or of Our Trade Marks, Our Logos or Our Registration Mark in a manner which, in Our opinion, is likely to bring Us into disrepute; or
- (o) You have unable or admit inability to pay its debts as they fall due, or suspends making payment on any of its 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 businesses' 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 it or any of its assets; or
  - the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of it or any other agreement or arrangement having similar effect; or
  - any attachment, sequestration, distress or execution that affects any of its assets and is not discharged within seven days; or
- (p) in Our opinion the nature of its work has changed or it shall cease to trade or if there be any change in the ownership of its business which affects the conditions under which it was registered; or
- (q) You have failed to appoint a replacement Principal Duty Holder as required by Scheme Rule 5(1); or
- (r) You have failed to employ a Qualified Supervisor or an appropriate number of Qualified Supervisors or failed to take the required action, as required by Scheme Rule 5(2); or
- (s) 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 in accordance with Scheme Rule 17(2) We shall inform You of the alleged breach(es) of the Scheme Rules in writing by email or registered post, and afford You an opportunity to offer an explanation in writing by email or registered post within fourteen days of the date of such notification. A review shall be made within a reasonable time following receipt of any such explanation, or if no such explanation is given the removal process will continue.
- (4) With the exception of removal from the Register under Scheme Rule 17(1), a decision to remove your Trading Title from the Register under this Scheme Rule shall be notified to You promptly in writing by email or registered post. After the expiration of twenty-one days from the date of the notification of the decision your Trading Title shall be removed from the Register.
- (5) Your Certification which is cancelled under Rule 17 shall not be transferred to another business.
- (6) Where your Trading Title is removed from the Register, and there are branches, We reserve the right to review all branches.
- (7) Notwithstanding Rule 20, We may at Our discretion make public the removal of your Trading Title from the Register and the Scheme Rule(s) breached.

## 18. 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 17(3) 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.

## 19. Confidentiality

All information, acquired and held by Us in respect of a business, other than that published in the Register, 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.

## 20. Data Protection

- (1) We will handle your 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 officers and the business and employees of the business for all purposes that We requires properly to maintain the Register and to ensure compliance with the Scheme Rules, including, but not limited to, the disclosure to third parties of the identity of such 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 it. You can update your personal communication preferences via our website, search 'Preference Centre' on [www.niceic.com](http://www.niceic.com).
- (4) We reserves the right to conduct a credit check on the business.
- (5) We may share information on Our payment experiences with you with third parties

## 21. Professional Conduct

In order to provide the best service We are committed to the wellbeing of its customers and employees. We expect individuals using its 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.

## 22. Law and Jurisdiction

The Certification 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.

\*Current edition including all amendments