

APPROVED CONTRACTOR SCHEME RULES

INTRODUCTION

NICEIC provides registration services to businesses that undertake electrical installation and associated work in compliance with the UK national standard BS 7671, and related codes of practice. It does so under licence from The Electrical Safety Council (a charity registered in England, Wales and Scotland).

A business directly carrying out electrical installation work, and wishing to be assessed in accordance with the Rules Relating to Registration, may make an application for registration 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 registration. Continued registration will be subject to periodic assessments confirming that the business continues to comply with the requirements of these Rules.

DEFINITIONS

1. In these Rules

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

A 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.

A Qualified Supervisor means a person, proposed by the business and subject to acceptance and periodic assessment by NICEIC, who is available on a full time basis and has at least two consecutive years' managerial or supervisory experience.

Applicant means a business applying for registration.

Approved Electrical Installation Contractor or Approved Contractor means a business which has been assessed in accordance with the Rules and which possesses a valid Certificate of Registration.

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

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

Certificate of Registration means a certificate awarded by NICEIC under Rule 10 of the Rules.

Certsure LLP means the board of directors of Certsure LLP

Conforming Body means a business which undertakes Electrical Installation Work solely in connection with its own operations and not for others.

Contracting Address means a place of work from which a business carries out or manages Electrical Installation Work.

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

Defined Approval means approval for a defined scope of Electrical Installation Work.

Electrical Installation Work means the design, construction, inspection, testing and/or maintenance of work falling within the scope of BS 7671.

Electrical Work means Electrical Installation Work and/or the in-service inspection and testing of low voltage electrical equipment.

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 or CONFORMING BODY below on a coloured background.

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

NICEIC's Logo means the stylised letters NICEIC with NIC in red with an elongated 'i' and EIC in black.

NICEIC's Registration Mark means the stylised letters NICEIC with NIC in red with an elongated 'i' and EIC in white with the words APPROVED CONTRACTOR or CONFORMING BODY below on a coloured background with the UKAS product certification mark enclosed in a rectangle.

NICEIC's Trade Marks means: the letters NICEIC; the words NICEIC APPROVED CONTRACTOR; the words NICEIC CONFORMING BODY; and the NICEIC's Certification Mark.

Non-contracting Branch means a Branch from which Electrical Installation 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.

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.

Rules means NICEIC's Rules Relating to Registration as updated from time to time.

Sub-let 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.

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

APPLICATION FOR REGISTRATION

2. Method of Registration

- (1) Applications for registration shall be made in such manner as NICEIC may, from time to time, prescribe.
- (2) An application on the form prescribed by NICEIC shall be submitted in respect of the Head Office and each Contracting Branch. The principal address of the business will be registered as the Head Office. The Rules will apply to the Head Office and each Branch with equal validity.
- (3) By applying for registration an applicant undertakes to NICEIC that if the application is accepted, the applicant will comply with the Rules. NICEIC agrees to comply with the Rules and to notify the business of any amendments within a reasonable time.
- (4) Extensions to the standard scope of registration may be made available by NICEIC to businesses. Such extensions to registration shall be subject to separate application and assessment.

3. Fees and Charges

- (1) NICEIC's financial year ends on 31 March. NICEIC may, from time to time, prescribe and publish fees and charges which together with such VAT as may be payable thereon, shall be payable within thirty 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 and the initial assessment of the applicant.
- (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 rule 3(1).
- (4) All fees and charges relating to the application will be retained by NICEIC 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 NICEIC less than twenty one days' notice of cancellation, or fails to comply with rule 7(5), the applicant shall be responsible for payment of NICEIC's charges, from time to time, determined and published by NICEIC.

4. Qualifications for Registration

- (1) A business may apply for registration as an Approved Contractor if it:
 - (a) is directly engaged in electrical installation work; and
 - (b) has premises appropriate 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 NICEIC, 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 inspection sufficient electrical installation work across the range carried out or managed that is of a standard acceptable to NICEIC. 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 installation work in accordance with the requirements of BS 7671*; and
 - (f) employs only Competent Persons to carry out electrical 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 one or more Qualified Supervisors, as may be required by NICEIC. An applicant may propose the Principal Duty Holder also to be a Qualified Supervisor.

5. Personnel

- (1) The Principal Duty Holder is responsible for:
 - (a) all matters relating to registration and be the main point of contact for all communication with NICEIC; 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) A Qualified Supervisor is 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 installation work; and
 - (c) fulfilling the training and/or experience requirements, from time to time, prescribed and published by NICEIC; and
 - (d) being conversant with the Electricity at Work Regulations*, BS 7671*, associated guidance material* as prescribed by NICEIC, 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) safeguarding unused NICEIC 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 reporting, and reviews and confirms the results for acceptability.

6. Preliminary Application Assessment

- (1) Every applicant shall permit NICEIC's appointed representative to visit its place of business to explain the registration requirements and to commence the assessment process.
- (2) The nominated Principal Duty Holder and the proposed Qualified Supervisor(s) shall be present throughout the preliminary application assessment.

7. Application Assessment

- (1) Every applicant shall permit NICEIC's appointed representative to complete the assessment process by inspecting 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 NICEIC.
- (2) Every applicant shall produce to NICEIC's 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 inspections, including transport, tools, plant, test equipment and access to its place of business and to the electrical work selected for inspection.
- (4) The extent of inspection shall be prescribed by NICEIC 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 NICEIC's appointed representative.
- (6) When requested by NICEIC, an applicant shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.

8. Appraisal of Application

- (1) When considering an application the NICEIC may at its discretion decide to:
 - (a) grant registration; or
 - (b) grant registration with Defined Approval in which event the scope of electrical installation work covered by this Rule will be subject to such conditions as NICEIC sees 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 installation work was available for inspection 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 registration may be cancelled by NICEIC twelve months after the date of the application if the applicant has not complied with the requirements of Rules 4, 5, 6 and 7 so as to enable NICEIC to grant registration.

REGISTRATION

9. Effect of Registration

- (1) When registration is granted, the Trading Title of the Approved Contractor shall be included in the Register.
- (2) Registration shall be effective from the date that NICEIC is satisfied that the required conditions have been met and the prescribed registration fee has been paid. Subject to continued compliance with the Rules, registration shall subsist without renewal until the end of NICEIC's financial year in which registration is granted.
- (3) No Approved Contractor (including its Branches) is permitted to hold more than one Registration Number.

10. Use of NICEIC Forms, Marks and Certificate of Registration

- (1) An Approved Contractor is entitled to a Certificate of Registration incorporating a registration number and, for so long as it is registered, to advertise that fact.
- (2) An Approved Contractor shall at all reasonable times be prepared to produce its Certificate of Registration for inspection by NICEIC's appointed representative.
- (3) NICEIC is the owner of the NICEIC's Trade Marks. All right, title and interest in NICEIC's Trade Marks including any reputation and goodwill as may accrue as a result of use of NICEIC's Trade Marks by an Approved Contractor is reserved to and shall belong absolutely to NICEIC.
- (4) Subject to the conditions set out in the Rules, an Approved Contractor is granted a non-exclusive licence to use NICEIC's Trade Marks and NICEIC's Registration Mark in relation to electrical work for as long as it remains on the Register. Approved Contractors are not authorised to use NICEIC's Logo.
- (5) An Approved Contractor which is not a Conforming Body may use the words NICEIC APPROVED CONTRACTOR only in conjunction with its Trading Title registered with NICEIC.

- (6) An Approved Contractor which is a Conforming Body may use the words NICEIC CONFORMING BODY only in conjunction with its Trading Title registered with NICEIC.
- (7) An Approved Contractor shall not use NICEIC's Trade Marks or NICEIC's Registration Mark in conjunction with any trading name other than its Trading Title registered with NICEIC.
- (8) An Approved Contractor shall use NICEIC's Trade Marks, NICEIC's Registration Mark and NICEIC Forms only at the Head Office or Branches that are on the Register. NICEIC's Trade Marks and NICEIC's Registration Mark may not be used in connection with a Branch from which electrical installation work is not carried out unless that Branch is registered with NICEIC as a Non-Contracting Branch.
- (9) An Approved Contractor offering to undertake the design, construction, inspection or certification of electrical installation work, is permitted to confirm by the use of advertisements, business stationery, invoices, certificates or report forms etc. bearing NICEIC's Trade Marks, NICEIC's Registration Mark or by use of NICEIC Forms that it is approved by NICEIC for work included within the scope of its registration.
- (10) NICEIC may, from time to time, issue further binding instructions on the use of NICEIC's Trade Marks and NICEIC's Registration Mark by Approved Contractors. Approved Contractors shall comply with any such instructions.

11. NICEIC Forms

- (1) NICEIC forms shall be issued only for electrical work carried out or managed by the issuing Approved Contractor from contracting addresses registered with NICEIC.
- (2) An Approved Contractor shall safeguard all unused NICEIC Forms so as to prevent their misuse.
- (3) An Approved Contractor shall notify NICEIC in writing immediately on discovery of any loss or theft of NICEIC Forms.

12 Conditions for Continued Registration

- (1) An Approved Contractor is eligible for continued registration for as long as:
 - (a) NICEIC is satisfied that it continues to comply with the requirements of the Rules published, from time to time, by NICEIC; and
 - (b) payment of all fees is made within thirty days of the due date.
- (2) If, at any time, an Approved Contractor forms an additional business undertaking electrical installation work at any address, or starts electrical installation work from an additional address, an application shall be made without delay for registration of that business or new address as a Contracting Branch. Registration of each Contracting Branch shall be completed within a period specified by NICEIC

13. Change of Registration Particulars or Transfer of Registration

- (1) An Approved Contractor shall give written notice to NICEIC 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 registration was granted. Such notice shall be given within thirty days of any such change becoming effective. Following such change, continued registration shall be at the discretion of NICEIC.
- (2) Where, notwithstanding a change of legal constitution or Trading Title, an Approved Contractor remains unchanged in all other material respects, NICEIC may at its discretion grant a transfer of registration. The business to which registration is transferred shall sign an undertaking that it will comply with the Rules and accept full responsibility for the electrical work undertaken by the previous holder of the Certificate of Registration. Where a partnership is dissolved, registration 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 the opinion of NICEIC the changes are such that the conditions under which registration was granted are significantly affected, the Approved Contractor shall, if NICEIC so requires:
 - (a) make a new application for registration; or
 - (b) make facilities available, as required by Rule 14, for an additional assessment of the Approved Contractor to be made to confirm continued compliance with the Rules.
- (4) Where there is a significant change in the range of electrical work undertaken by an Approved Contractor, the Approved Contractor shall notify NICEIC and, if NICEIC so requires:
 - (a) make a new application for registration; or
 - (b) make facilities available, as required by Rule 14, for an additional assessment of the Approved Contractor to be made to confirm continued compliance with the Rules; or
 - (c) accept registration with Defined Approval in which event the scope of electrical work covered by this Rule will be subject to such conditions as NICEIC sees fit and which shall be agreed by and notified to the Approved Contractor.
- (5) Where electrical installation work beyond the scope of registration starts to be carried out or managed from a contracting address having Defined Approval, an application shall be made to amend the scope of registration.
- (6) Where a Principal Duty Holder ceases to be employed in that capacity, the Approved Contractor shall advise NICEIC without delay and, within thirty days of the change, provide a declaration on the form prescribed by NICEIC to confirm that a suitable replacement has been appointed.
- (7) Where a Qualified Supervisor ceases to be employed in that capacity, the Approved Contractor shall advise NICEIC without delay and, within thirty days of the change, provide a declaration on the form prescribed by NICEIC 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 NICEIC, 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 registration particulars or transfer of registration are not refundable.

14. Periodic Assessment

- (1) For the purpose of determining its continued eligibility for registration, an Approved Contractor shall undergo periodic assessment, normally at annual intervals, or at such times as NICEIC shall require.
- (2) During each assessment, an Approved Contractor shall produce to NICEIC's appointed representative a list of all electrical work completed since the previous assessment and of all electrical work in progress and make available the specifications, drawings, certificates and reports relating to that work. An Approved Contractor shall permit NICEIC's appointed representative to inspect the items referred to in Rule 4, duplicates of all prescribed forms of certification and reporting issued, all electrical work completed since the previous assessment and in progress and any other items as may, from time to time, be prescribed and published by NICEIC. It shall also provide facilities for such inspections including transport and test equipment, and shall arrange access to the electrical work selected for inspection. The Principal Duty Holder and each Qualified Supervisor shall be present for the assessment in accordance with Rule 7(5). During the periodic assessment, the Qualified Supervisor shall demonstrate compliance with Rule 5(2).
- (3) The extent of inspection shall be prescribed by NICEIC having regard to the range, scale and geographical spread of the electrical work undertaken.
- (4) Where an Approved Contractor is found not to comply with the requirements of the Rules, NICEIC shall notify it of the non-compliances, which may necessitate NICEIC carrying out further assessments. The Approved Contractor shall be responsible for its own costs and for payment of NICEIC's charges for further assessments as may, from time to time, be determined and published by NICEIC. Where NICEIC's appointed representative identifies non-compliances the Approved Contractor shall undertake appropriate remedial action.
- (5) Where an Approved Contractor fails to provide facilities for an assessment visit for which reasonable notice has been given, or cancels an arranged assessment by giving less than twenty one days' notice, or fails to comply with Rule 7(5), the Approved Contractor shall be responsible for payment of NICEIC's charges as may, from time to time, be determined and published by NICEIC.
- (6) When requested by NICEIC, an Approved Contractor shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.

15. Sub-letting

- (1) An Approved Contractor shall not sub-let electrical work without first informing the person ordering the work.
- (2) An Approved Contractor shall permit the inspection of and accept full responsibility including any liability arising under Rule 16 for electrical work sub-let to another party.
- (3) Where an Approved Contractor sub-lets electrical installation 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-let, 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-let, issued by a certification body accredited by UKAS to ISO/IEC 17065: 2012.

16. Special Inspection

- (1) Where a complaint is received by NICEIC alleging that the standard of electrical work is below that required by Rule 4(1)(e), the business responsible for the work shall provide facilities for inspections to be carried out, including transport, test equipment and access to the work to be inspected. The business shall provide documentation relating to the work and the Qualified Supervisor 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 NICEIC.
- (2) Where as a result of such inspections it is shown to the satisfaction of NICEIC that the standard of the electrical work is below that required by Rule 4(1)(e) the business shall, at its own expense, take remedial action within the specified time as notified to it by NICEIC. In addition to its own costs it shall meet such of NICEIC's costs, including those relating to the inspections, as may from time to time be determined and published by NICEIC.
- (3) If the business does not take such remedial action within the specified time as notified to it by NICEIC, NICEIC may appoint another business to undertake the remedial action and the original business shall be liable to reimburse NICEIC for all costs incurred.
- (4) NICEIC may at its discretion appoint another business to provide facilities for inspections to be carried out, and/or to undertake any necessary remedial work. Where NICEIC decides that a complaint is justified, the business responsible for the work complained about shall be liable to reimburse NICEIC for all costs incurred.

17 Cancellation of Registration

- (1) NICEIC may, at any time, remove an Approved Contractor's Trading Title from the Register if the Approved Contractor fails to make payment of the prescribed annual registration fee, as required by Rule 12(1), or any other fees required by these Rules, within thirty days of the date notified to it as the date for renewal of registration or payment of the fee. The decision to remove an Approved Contractor's Trading Title from the Register under this Rule shall be notified to it 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 a satisfactory explanation for the non-payment is received by email or registered post within that time.
- (2) NICEIC may, at any time, remove an Approved Contractor's Trading Title from the Register if it be shown to the satisfaction of NICEIC that:
 - (a) it has failed to notify NICEIC of the existence of a contracting address as required by Rules 2(2) and 12(2) or to complete registration of that contracting address as required by Rule 12(2); or
 - (b) it has failed to notify NICEIC of any change of legal constitution, Trading Title or other title, addresses, Principal Duty Holder or Qualified Supervisor, as required by Rule 13(1); or

- (c) it has failed to make payment to NICEIC of the prescribed charges as required by Rule 3; or
 - (d) it has failed to provide periodic assessment facilities, as required by Rule 14(2); or
 - (e) it has failed to accept inspections to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of electrical work undertaken, as required by Rule 14(3); or
 - (f) it has sub-let work other than in accordance with Rule 15; or
 - (g) it has failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Rule 16(1); or
 - (h) it has failed to take remedial action in connection with a complaint within a specified timescale, as required by Rule 16(2); or
 - (i) it has failed to reimburse NICEIC's costs incurred in employing another Approved Contractor to resolve a complaint about the technical standard of electrical work as required by Rules 16(3) and 16(4); or
 - (j) it has made any wilful misrepresentation in connection with its registration; or
 - (k) it has 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) it has carried out electrical work below the standard required by Rule 4(1)(e); or
 - (m) it has performed any act which, in the opinion of NICEIC, is contrary or prejudicial to the objectives or reputation of NICEIC; or
 - (n) it has made use of the Certificate of Registration or of NICEIC's Trade Marks, NICEIC's Logo or NICEIC's Registration Mark in a manner which, in the opinion of NICEIC, is likely to bring NICEIC into disrepute; or
 - (o) it is unable or admits 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 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 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 the opinion of NICEIC 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) it has failed to appoint a replacement Principal Duty Holder as required by Rule 4(1)(j) and Rule 13(6); or
 - (r) it has failed to employ a Qualified Supervisor or an appropriate number of Qualified Supervisors or failed to take the required action, as required by Rule 4(1)(j) and Rule 13(7); or
 - (s) it has committed any other breach of the obligations imposed by these Rules.
- (3) Before deciding whether or not to remove an Approved Contractor's Trading Title from the Register in accordance with Rule 17(2) NICEIC shall inform the Approved Contractor of the alleged breach(es) of the Rules in writing by email or registered post, and afford it an opportunity to offer an explanation in writing by email or registered post within twenty-one 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 twenty-one day period.
 - (4) With the exception of removal from the Register under Rule 17(1), a decision to remove an Approved Contractor's Trading Title from the Register under this Rule shall be notified to the Approved Contractor promptly in writing by email or registered post. A decision to remove an Approved Contractor's Trading Title from the Register shall not be implemented until after the expiration of twenty-one days from the date of the notification of the decision.
 - (5) The registration of an Approved Contractor which is cancelled under Rule 17 shall not be transferred to another business.
 - (6) Where an Approved Contractor's Trading Title is removed from the Register, the Head Office and all Branches sharing the NICEIC Registration Number may be removed.
 - (7) Notwithstanding Rule 20, NICEIC may at its discretion make public the removal of an Approved Contractor's Trading Title from the Register and the Rule(s) breached.

18. Appeals

- (1) A business may make written representation to NICEIC against any decision made by NICEIC to refuse the business's application for registration or to cancel the business's registration, excluding non-payment of fees. Such written representations setting out the grounds upon which they are made shall be sent to NICEIC, by registered post, within fourteen days of the date of the notification of the decision.
- (2) No person who participated in making the decision being disputed shall participate in NICEIC's consideration of the business's representation(s). NICEIC shall rule on the business's representation(s) within a reasonable time and shall promptly communicate its ruling, containing a short statement of reasons, to the business by registered post.
- (3) If the business does not accept NICEIC's ruling made pursuant to Rule 18(2), it may make a final appeal by sending NICEIC written notice of appeal setting out the grounds upon which the appeal is made and having annexed to it copies or particulars of all documents and other evidence to be relied upon at the hearing of the appeal. Such notice shall be sent to NICEIC by registered post so as to arrive at NICEIC's registered office within twenty-eight days of the recorded date of dispatch of the ruling made pursuant to Rule 18(2), and the notice shall be accompanied by the appropriate fee as prescribed by NICEIC. If no appeal is made in accordance with this Rule, the business will be deemed to have accepted NICEIC's ruling made pursuant to Rule 18(2).

- (4) The business's appeal shall be heard by an Appeal Committee of three persons drawn from NICEIC's Appeals Panel, whose members shall be appointed for such period as the Certsure LLP Board shall determine. The Appeal Committee shall be appointed by the Chairman of the Certsure LLP Board, or his nominee and shall comprise one member of the Certsure LLP Board (who shall act as chairman of the Appeal Committee) and two persons who are not members of the Certsure LLP Board. No member of the Appeal Committee shall have had any prior involvement with or any other vested interest in the decision under appeal. NICEIC shall notify the business of the composition of the Appeal Committee by registered post as soon as practicable after the Appeal Committee has been appointed, and the business shall have the right within fourteen days after receipt of such notification to object to the composition of the Appeal Committee by giving NICEIC written notice by registered post of the grounds for such objection. The grounds for such objection shall be referred to the Chairman of the Certsure LLP Board, or his nominee, whose decision thereon (which shall be final) shall be notified to the business as soon as practicable after it is made.
- (5) As soon as the composition of the Appeal Committee has been finalised, NICEIC shall give the business a minimum of twenty-eight days' notice, sent by registered post of the date, place and time of the hearing of the appeal. NICEIC and the business shall each provide to the other all papers upon which it intends to rely at the hearing of the appeal not less than seven days before the hearing of the appeal.
- (6) The hearing of the appeal will be held in private unless the business requests that it be held in public. Subject to the Rules, the Appeal Committee shall have power to regulate its own practice and procedure, and the chairman of the Appeal Committee shall have power to extend any period within which anything is required to be completed pursuant to Rules 18(3) to 18(9). The Appeal Committee shall have the power to consider all the evidence available when the decision appealed against was made and any new evidence and to call witnesses. The business shall be given a full and fair opportunity of being heard and of calling witnesses and cross examining any other witnesses testifying before the Appeal Committee and shall be allowed to appear in person or to be represented by solicitors or counsel or any other person.
- (7) 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) make such order for the payment of the costs of the appeal as it thinks fit.
- (8) Any prescribed deposited fee pursuant to Rule 18(3) shall be applied in such manner as the Appeal Committee may decide. In the absence of any order by the Appeal Committee to the contrary, each party shall bear its own costs.
- (9) The decision of the Appeal Committee shall be final and conclusive and shall be binding on NICEIC and the business. The decision, which shall include a brief statement of reasons, shall be communicated in writing to both the business and NICEIC as soon as practicable after it is made.

19. Misuse of NICEIC Forms, Marks, Logo and Certificate of Registration

- (1) An Approved Contractor shall not issue an NICEIC Form in respect of electrical work unless it has carried out the work which is the subject of the NICEIC Form.
- (2) When offering to undertake the design, construction, inspection, testing or certification of electrical installation work not included within the scope of its registration, an Approved Contractor shall not imply by the use of advertisements, business stationery, invoices, certificates or report forms etc bearing NICEIC's Trade Marks, NICEIC's Logo or NICEIC's Registration Mark that it is approved by NICEIC for that work.
- (3) If a business's Trading Title is removed from the Register, its licence to use NICEIC's Trade Marks and NICEIC's Registration Mark under Rule 10(4) will cease with immediate effect and the business will retain no rights in NICEIC's Trade Marks or NICEIC's Registration Mark. The business shall immediately cease all use of NICEIC's Trade Marks and NICEIC's Registration Mark and, in particular, it shall not use or display or permit to be used or displayed any reproduction, print or replica of NICEIC's Trade Marks or NICEIC's Registration Mark in any form or on any material whatsoever.
- (4) A business whose Trading Title has been removed from the Register shall not exhibit or cause the Certificate of Registration (or any copy) to be exhibited anywhere.
- (5) A business whose Trading Title has been removed from the Register shall immediately destroy the Certificate of Registration and all unused NICEIC Forms.
- (6) No business whose Trading Title has been removed from the Register or is otherwise not registered shall use NICEIC's Trade Marks, NICEIC's Logo or NICEIC's Registration Mark in any manner or for any purpose whatsoever, nor shall it in any way represent itself or its business as being registered.

20. Confidentiality

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

21. Data Protection

- (1) NICEIC will handle your data in accordance with the Data Protection Act 1998. Data will be stored for certification and registration purposes.
- (2) NICEIC may keep and use personal data (such as contact details) about officers and the business and employees of the business for all purposes that NICEIC requires properly to maintain the Register and to ensure compliance with the Rules, including, but not limited to, the disclosure to third parties of the identity of such officers and employees.
- (3) Unless the officers the business and employees of the business request otherwise, NICEIC may, from time to time, authorise the dissemination to such persons of sales and marketing materials relating to any services that NICEIC believes would be of interest to them. Such dissemination may be made by NICEIC or by other persons authorised by it.
- (4) NICEIC reserves the right to conduct a credit check on the business.

22. Professional Conduct

In order to provide the best service NICEIC is committed to the wellbeing of its customers and employees. NICEIC 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 NICEIC will not hesitate to take action which could lead to prosecution and/or removal of certification/services.

23. Law and Jurisdiction

The registration process and the validity, construction and performance of these Rules shall be governed by English Law.

*Current edition including all amendments

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