



MCS CONTRACTOR SCHEME RULES

INTRODUCTION

NICEIC provides certification services to businesses who undertake work in compliance with the MCS Contractor Certification Scheme requirements and related codes of practice. It does so under license from the MCS Charitable Trust.

The scope of the scheme includes the supply, design, installation, set to work and commissioning of specific renewable technologies. Businesses may apply for certification of its business by NICEIC. Any such application shall be governed by the scheme requirements, appropriate to the scope applied for.

DEFINITIONS

1. In these Rules

Applicant means a potential business applying for certification.

Assessment means a visit conducted by an NICEIC Assessor conducted in line with all applicable standards including MCS 001.

Assessor(s) means an individual or a team appointed by Certsure to deliver the assessment service; these persons may be directly employed either on a full or part-time basis or associates of Certsure.

Branch means a place of work, other than the Head Office, and includes all subsidiaries undertaking MCS Work.

Brand Guidelines means the document entitled "MCS Brand Guidelines" set out on the MCS website.

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

Certificate of Certification means a certificate awarded by NICEIC.

Certification Logo means a logo comprising the certification mark, the NICEIC mark and the words "Contractor".

Certification Mark means the mark consisting of two integrated elements, a word mark "MCS" and heart-shaped image.

Competent Person means a person who, possesses the necessary technical knowledge, skill and experience for the nature of the work undertaken.

Contracting Address means a place of business from which a business carries out or manages MCS work.

Head Office means the principal place of the business.

MCS Contractor means a business that is responsible for all of the following activities: supply, design or design review, installation set to work and commissioning microgeneration systems and technologies and has been certified by NICEIC in accordance with these Rules.

MCS Scheme Administrator means MCS Service Company.

MCS Work means the design, installation, set to work and commissioning of renewable technologies falling within the scope of MCS 001.

NICEIC means Certsure LLP trading as NICEIC.

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

NICEIC Mark means the letters "NICEIC", with "NIC" in red with "EIC" in black all on a white background.

Nominee means a person appointed by the business who is a principal person or employee of the business having an understanding of, and day to day responsibility for, MCS compliance, health and safety and other statutory requirements relating to work undertaken.

Notification by NICEIC means communications to a MCS Contractor or Applicant company.

Register of Contractors means the register of Businesses possessing a valid Certificate of Certification maintained and published by NICEIC.

Rules means NICEIC MCS Contractor Scheme Rules.

Scheme means the MCS Contractor register.

Sub licence means an agreement between NICEIC and a business; authorising the business to use the MCS Certification Mark. A pro-forma authorised user licence is available from NICEIC on request and/or is published on the NICEIC website at www.niceic.com.

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.

Technical Representative means a person, proposed by the business and subject to acceptance and assessment by NICEIC.

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

APPLICATION FOR CERTIFICATION

2. Method of Certification

(1) Applications for certification shall be made in such a 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 scheme requirements and to notify the business of any amendments within a reasonable time.
- (4) Extensions to the scope of certification may be made available by NICEIC to contractors. Such extensions to certification 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 certification 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 certification.
- (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 by visit by giving NICEIC less than 21 days' notice of cancellation, or fails to comply with Rule 6, the Applicant shall be responsible for payment of NICEIC charges.

4. Requirements for Certification

- (1) NICEIC will certify a business if all of the following requirements are met. The applicant business:
 - a) a business directly engaged in the design, installation, set to work and commissioning of renewable technologies.
 - b) can demonstrate a minimum of one installation within the appropriate technology being applied for. The standard of work shall be not less than that affording conformity with MCS 001, the installation standard, appropriate British Standards and other Industry Codes of Practice.
 - c) has premises appropriate for its contracting address(es).
 - d) has documentation and records appropriate to the range and scale of work undertaken which shall include associated guidance material, appropriate British Standards; other Industry Codes of Practice and prescribed forms of certification and reporting.
 - e) has evidence of the prescribed public liability insurance cover for the range of work undertaken.
 - f) has a system in place to ensure appropriate prescribed forms of certification and reporting are issued for all completed installation work in accordance with the requirements of the scheme.
 - g) uses only Competent Persons to carry out work who are adequately and appropriately supervised.
 - h) has test instruments appropriate to the range and scale of work undertaken, maintains and records the accuracy and consistency of all test instruments used for certification and reporting purposes.
 - i) has a written health and safety policy statement and carries out risk assessments as appropriate.
 - j) has access to appropriate equipment, personal protective equipment and complies with all relevant health & safety legislation.
 - k) maintains a record of all complaints received about the technical standard of work undertaken, together with a record of the remedial action, if any, taken to resolve those complaints.
 - l) has appointed a Nominee and has proposed one or more Technical Representatives, as may be required to comply with the scheme requirements. An applicants proposed Nominee may also be a Technical Representative.

5. Personnel

- (1) A Nominee is responsible for:
 - a) all matters relating to certification and be the main point of contact
 - b) the maintenance of the overall standard and quality of the supply, design, installation, set-to work and commissioning work carried out or managed by the business and for the assignment of work to the Technical Representative(s).
 - c) ensuring that there are systems in place whereby all 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 work.
- (2) A Technical Representative is responsible for:
 - a) day to day responsibility for the safety, technical standard and quality of the work carried out under their supervision.
 - b) having sufficient auditable managerial or supervisory responsibility for the technical standard of renewable technology requirements work.
 - c) satisfying the training and/or experience requirements from time to time prescribed and published by NICEIC and the scheme operator.
 - d) being conversant with the MCS 001, associated guidance material as prescribed by NICEIC, appropriate British Standards and other Industry Codes of Practice.
 - e) being well versed in the certification and reporting procedures for the range of work undertaken by the business.
 - f) ensuring that results of assessment and testing are properly recorded on the appropriate prescribed forms of certification and reporting, and reviews and confirms the results for acceptability.
 - g) being responsible for ensuring full compliance with document control and ongoing maintenance updates of appropriate quality management systems
 - h) a suggested ratio of 1:10 e.g. one Technical representative overseeing 10 named competent persons is recommended for demonstration of quality management.

- (3) Competent Person
- a) a Competent Person is a person used by the business to conduct work on its behalf in compliance with MCS 001, associated guidance material, appropriate British Standards and other Codes of Practice. Numerous methods of demonstrating competence are available to the business.

6. Application Assessment

- (1) The assessment will be conducted in line with the requirements of MCS 001 and the relevant MIS documents, sufficient evidence must be demonstrated of compliance with current building regulations and applicable standards.
- (2) Assessments will cover both quality management systems and completed installation(s) unless agreed in advance with NICEIC to assess an incomplete installation.
- (3) The duration of assessment will depend on the number of technologies applied for and the number of installations required to be visited.
- (4) Any non-conformity(ies) identified during the assessment visit may instigate a subsequent assessment visit unless the identified non-conformity(ies) can be rectified via correspondence. NICEIC's decision will be final in respect of appropriate rectification of non-conformity(ies). Additional visits will incur an additional charge as stated on the NICEIC current Fee Sheet.
- (5) Every applicant business shall permit NICEIC's appointed Assessor to visit its place of business to commence the assessment process.
- (6) Every applicant business shall make prior arrangements with their customer for the installation assessment to be conducted, including all relevant safe access and regress.
- (7) The Nominee and the proposed Technical Representative(s) shall be present throughout the opening and closing meetings during the assessment. Only the Technical Representative is required to be present for the installation assessment. No other persons shall be present during the assessment visit without express prior agreement from NICEIC.
- (8) A completed assessment visit will result in a recommendation, this result will be communicated during the closing meeting and subsequently in written correspondence. Any recommendation is always subject to independent review and certification decision.
- (9) When requested by NICEIC an applicant business shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessment by NICEIC.
- (10) The applicant business shall provide all appropriate facilities for the assessment, including transport, tools, plant and test equipment in safe working order.
- (11) Any transport, tools, plant or test equipment deemed to be in an unserviceable or unsafe condition by the approved NICEIC Assessor will result in termination of that assessment visit and fees will still be payable in full.

7. Appraisal of Application

- (1) When considering an application the NICEIC may at its discretion decide to
- a) grant certification; or
- b) grant certification with Defined Approval, in which event the scope of 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 in writing; or
- c) defer with 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 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 NICEIC 12 months after the date of the application if the applicant has not complied with these Rules.

REGISTRATION

8. Effect of Registration

- (1) The certificate of certification is issued when NICEIC has certified compliance with these Rules.
- (2) When a business is certified, NICEIC will submit the details of the business to MCS for listing on the MCS website.
- (3) The certification will be effective from the date when NICEIC is satisfied that the required conditions have been met and all fees have been paid. Subject to continued compliance with the Rules and MCS Contractor Scheme requirements the business shall remain certified. An annual fee is payable in order to maintain certification.
- (4) Unless there are any material changes to either scope of certification, Nominee or Technical Representative or on-going compliance with these Rules is maintained, no additional certificate shall be issued.
- (5) Certificates of registration remain the property of NICEIC, if on-going compliance with these Rules is breached the certificate of registration must be returned to NICEIC or destroyed, the NICEIC will notify the MCS Service Company for removal of said business from the MCS website listings.
- (6) When registration is granted, the Trading Title of the MCS Contractor shall be included on the register.
- (7) Upon request a registered business shall produce to NICEIC a list of all work completed during the previous 12 months and of all work in progress and make available the specifications, drawings, certificates and reports relating to that work. Upon approval of certification NICEIC will have access to the log of installations completed by the company and advised to the MCS Scheme administrator.

- (8) Should the scheme require notification of installation works applicable per technology and per installation, the contractor must adhere to these requirements.

9. Use of Certification Mark, Logos, Forms and Certificate of Certification

- (1) An MCS Contractor is entitled to a Certificate of Certification incorporating a Certificate Number and, for so long as they are registered, to advertise that fact.
- (2) An MCS Contractor shall at all reasonable times be prepared to produce its Certificate of Certification for inspection by NICEIC's Assessor.
- (3) NICEIC is the owner or licensee of the NICEIC's Trade Marks. All rights, 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 MCS Contractor is reserved to and shall belong absolutely to NICEIC.
- (4) Subject to the conditions set out in the Rules, an MCS Contractor is granted a non-exclusive license to use NICEIC's Trade Marks and NICEIC's Registration Mark in relation to work for as long as it remains on the Register. An MCS Contractor is not authorised to use NICEIC's Logo.
- (5) An MCS Contractor may use the words NICEIC MCS CONTRACTOR only in conjunction with its Trading Title registered with NICEIC.
- (6) An MCS Contractor shall not use NICEIC's Trade Marks or NICEIC's Certification Mark in conjunction with any trading name other than its Trading Title registered with NICEIC.
- (7) An MCS Contractor shall use NICEIC's Trade Marks, NICEIC's Certification Mark and NICEIC Forms only at the Head Office that is on the Register.
- (8) An MCS Contractor offering to undertake the supply, design, installation, set to work and commissioning of installation work, is permitted to confirm registration by the use of advertisements, business stationery, invoices, certificates and/or report forms etc. bearing NICEIC's Certification Mark.
- (9) An MCS Contractor may use NICEIC Forms that cover the scope of the work for which the business has been approved to operate by NICEIC.
- (10) NICEIC may, from time to time, issue further binding instructions on the use of NICEIC's Certification Mark by MCS Contractors. MCS Contractors shall comply with any such instructions. The business and all persons within must, at all times, preserve the reputation and integrity of the NICEIC. They must not engage in any activity or practice which may result in public criticism of the NICEIC.
- (11) Notwithstanding a certification decision a business shall make no use of the certification mark or the certification logo until it has entered into an authorised user licence. All restrictions and conditions contained in the authorised user licence in relation to the certification mark also apply to the certification logo and the NICEIC mark comprised within it, save that in relation to the NICEIC mark. References to the brand guidelines shall be to the brand guidelines for the NICEIC mark. NICEIC shall from time to time issue and/or update the brand guidelines on NICEIC's website at www.niceic.com.
- (12) The business shall at all times use the certification mark and the certification logo in accordance with its authorised user licence, the regulations and the brand guidelines.
- (13) NICEIC has no responsibility for ensuring the registration of the certification mark and the business shall have no claim against NICEIC for any such failure to register. NICEIC does not give any warranties to the business regarding the certification mark or the certification logo or their use.
- (14) In the event that certification is terminated or expired any certificates shall be returned to NICEIC. Immediate removal of the certification mark and certification logo from any business premises, stationery and advertisements must take place. The business must take all reasonable steps to prevent misleading claims regarding the scope of work they are currently certificated for.
- (15) An MCS Contractor shall safeguard all unused NICEIC Forms so as to prevent their unauthorised use.
- (16) An MCS Contractor shall notify NICEIC in writing immediately on discovery of any loss or theft of NICEIC Forms.

10. Conditions for Continued Certification

- (1) An MCS Contractor is eligible for continued certification for as long as:
- NICEIC is satisfied that it continues to comply with the requirements of the Rules published, from time to time, by NICEIC.
 - payment of all fees is made within thirty days or by the due date.
 - if, at any time, an MCS Contractor forms an additional business undertaking installation work at any address, or starts installation work from an additional address, an application shall be made without delay for certification of that business. Certification of each Contracting Branch shall be completed within a period specified by NICEIC.
 - continuing compliance with the Rules.
 - the MCS Contractor shall respond as required to compliance queries posed by NICEIC on behalf of the Scheme Administrator.

11. Change of Certification Particulars or Transfer of Certification

- (1) An MCS Contractor shall give written notice to NICEIC of any change of legal constitution, Trading Title, address, Nominee, Technical Representative 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 the discretion of NICEIC.
- (2) Where, notwithstanding a change of legal constitution or Trading Title, an MCS Contractor remains unchanged in all other material respects, NICEIC may at its discretion grant a transfer of Certification. The business to which certification is transferred shall sign an undertaking that it will comply with the Rules and accept full responsibility for the 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 the opinion of NICEIC the changes are such that the conditions under which certification was granted are significantly affected, the MCS Contractor shall, if NICEIC so requires:
 - a) make a new application for certification; or
 - b) make facilities available, as required by Rule 13, for an additional assessment of the MCS Contractor to be made to confirm continued compliance with the Rules
- (4) Where there is a significant change in the range of work undertaken by an MCS Contractor, the MCS Contractor shall notify NICEIC and, if NICEIC so requires:
 - a) make a new application for certification; or
 - b) make facilities available, as required by Rule 13, for an additional assessment of the MCS Contractor to be made to confirm continued compliance with the Rules; or
 - c) accept certification with Defined or reduced Approval in which event the scope of 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 MCS Contractor.
- (5) Where installation work beyond the scope of certification starts to be carried out, an application must be made to amend the scope of certification.
- (6) Where a Nominee ceases to be employed in that capacity, the MCS 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 Technical Representative ceases to be employed in that capacity, the MCS Contractor shall advise NICEIC without delay and, within 5 days of the change, provide a declaration on the form prescribed by NICEIC to confirm that all work is, and will continue to be, under the supervision of a named Competent Person within 60 Days. A replacement Technical Representative, accepted by NICEIC, shall be employed in that capacity within 120 days of the former Technical Representative 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.

12. Surveillance Assessments

- (1) For the purpose of determining on going compliance with MCS Scheme Rules an MCS Contractor shall undergo surveillance assessments, normally at annual intervals, or at such times as NICEIC shall require.
- (2) Prior to confirmation of periodic assessments date(s), if requested, an MCS Contractor shall supply NICEIC with a list of all work completed since the previous assessment and of all work in progress. An MCS Contractor shall permit NICEIC to assess the items referred to in Rule 4, and reporting issued, all work completed since the previous assessment and in progress and any other items may from time to time be prescribed and published by NICEIC. It shall also provide facilities for such assessments including transport and test equipment, and shall arrange access to the work selected for assessment. The Nominee and each Technical Representative shall be present for the assessment in accordance with Rule 6.7. During the surveillance assessment visit the Technical Representative shall demonstrate compliance with Rule 5 (2).
- (3) In addition, during the periodic assessment visit the NICEIC Assessor will sample evidence of any building work notifications and/or MID notifications carried out since the last NICEIC assessment. Failure to demonstrate sufficient evidence of correct notification(s) will result in a non-conformity(ies) being issued.
- (4) The extent of assessment shall be prescribed by NICEIC having regard to the range, scale and geographical spread of the work undertaken.
- (5) Where an MCS Contractor is found not to comply with the requirements of the Rules, NICEIC shall notify it of the non-conformity(ies), which may necessitate NICEIC carrying out further assessments. The MCS 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 assessor identifies non-compliances the MCS Contractor shall undertake appropriate remedial action.
- (6) Where an MCS Contractor fails to provide facilities for an assessment 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 13, the MCS Contractor shall be responsible for payment of NICEIC's charges as may from time to time be determined and published by NICEIC.
- (7) When requested by NICEIC, an MCS Contractor shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC observers or trainees or other relevant parties as agreed by NICEIC.

13. Sub-contracting

- (1) An MCS Contractor shall not sub-contract work without first informing the person ordering the work.
- (2) An MCS Contractor shall permit the assessment of and accept full responsibility including any liability for work sub-contracted to another party.
- (3) Where an MCS Contractor sub-contracts installation work, that work must:
 - a) be carried out by a business able to demonstrate the necessary competence in the range of work being sub-contracted. Sufficient formal evidence must be retained by the MCS Contractor for subsequent assessment by NICEIC.
 - b) any work sub-contracted must have an appropriate formal Sub-contract agreement between the MCS Contractor and the business to which the work is sub-contracted.
 - c) be subject to the appropriate sample assessments by the MCS Contractor.

14. Special Inspection

- (1) Where a complaint is received by NICEIC alleging the standard of work is below that required by the installation standard, building regulations and these Rules, the MCS Contractor responsible for the work shall provide facilities for inspections to be carried out; facilities may be inclusive of transport, test equipment and access to the work to be inspected. The MCS Contractor shall provide documentation relating to the work, the Technical Representative currently responsible for the work and the Nominee, where appropriate, shall be present throughout these inspections. Where the MCS Contractor is unable to attend the inspection or fails to accommodate requests, the inspection shall be completed, with any results requiring remedial action decided, in their absence. The complainant or their representative is entitled to be present during such inspections but no other person shall be present without the express prior written agreement of NICEIC.
- (2) Where as a result of such inspections it is shown to the satisfaction of NICEIC that the standard of the work is below that required by the installation standard, building regulations or these Rules, the MCS Contractor 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 NICEIC's costs, including those relating to the inspections, as may from time to time be determined and published by NICEIC.
- (3) If the MCS Contractor does not take such remedial action within the specified time as notified to it by NICEIC, NICEIC may appoint another Contractor to undertake the remedial action and the original MCS Contractor shall be liable to reimburse NICEIC for all costs incurred.
- (4) Where a significant number of complaints are received, based on volume or ratio against work completed, a compliance review against the scheme standards can be triggered, the outcome of which could lead to the application of sanctions on the MCS Contractor.

15. 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 upon request to lift this voluntary status.
- (2) NICEIC may, suspend with immediate effect, an MCS Contractor's certification, from the register held with NICEIC and MCS, if the business has shown to the satisfaction of the NICEIC that it has:
 - a) failed to maintain compliance with MCS 001, the relevant MIS standard or the Consumer Code; or
 - b) failed to notify NICEIC of the existence of a contracting address as required by Rule 10(1)c; or
 - c) failed to notify NICEIC of any change of legal constitution, Trading Title or, addresses or Nominee or Technical Representative, as required by Rule 11; or
 - d) failed to make payment to NICEIC of the prescribed charges as required by Rule 3; or
 - e) failed to provide periodic assessment facilities, as required by Rule 12; or
 - f) failed to accept assessments to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of work undertaken; or
 - g) sub-contracts work other than in accordance with Rule 13; or
 - h) failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Rule 14; or
 - i) failed to take remedial action in connection with a complaint within a specified timescale, as required by Rule 14; or
 - j) failed to reimburse NICEIC's costs incurred in employing another approved MCS Contractor to resolve a complaint about the standard of work as required by Rule 14; or
 - k) made any wilful misrepresentation in connection with its certification; or
 - l) culpably or negligently created, or caused to be created, a risk to life or limb or a serious hazard through the use, in work, of faulty or unsuitable materials; or by faulty design or workmanship; or
 - m) carried out work below the standard required by Rule 4; or
 - n) performed any act which, in the opinion of NICEIC, is contrary or prejudicial to the objectives or reputation of NICEIC; or
 - o) made use of the Certificate of Certification or Certification Logo or Certification Mark in a manner which, in the opinion of NICEIC, is likely to bring NICEIC or the MCS Scheme into disrepute; or
 - p) 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:
 - (i) 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
 - (ii) a composition, assignment or arrangement with any of its creditors; or
 - (iii) 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
 - (iv) 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
 - (v) any attachment, sequestration, distress or execution that affects any of its assets and is not discharged within seven days; or
 - q) in the opinion of NICEIC, has changed the nature of its work 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 certified; or
 - r) failed to appoint a replacement Nominee as required by Rule 11; or
 - s) failed to employ a Technical Representative, as required by Rule 11; or
 - t) committed any other breach of the obligations imposed by these Rules; or
 - u) 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, once NICEIC have confirmed the business's breach of these Rules, action will be commenced as advised in rule 16 (3).
- (4) The certification of an MCS Contractor which is suspended shall not be transferred to another business.
- (5) Notwithstanding Confidentiality and Data Protection, NICEIC may at its discretion make public the suspension of an MCS Contractor's 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 that NICEIC may have against the MCS Contractor or Applicant and will not relieve the MCS Contractor or Applicant from fulfilling their obligations accrued.
- (7) For whatever reason certification is suspended the reputation of NICEIC must be protected therefore the MCS Contractor or Applicant must immediately cease all use of Certification Marks and Certification Logos.
- (8) The MCS Contractor or Applicant must take all reasonable steps to prevent any misleading of third parties as to the status of their current certification.

CANCELLATION OF REGISTRATION

16. Cancellation of Registration

- (1) NICEIC may, at any time, remove an MCS Contractor's Trading Title from the Register if the MCS Contractor fails to make payment of the prescribed fees, as required by Rule 3, or any other fees required by these Rules, within thirty days of the date notified to it. The decision to remove an MCS Contractor's Trading Title from the Register under this Rule shall be notified to it in writing and shall be deemed to become effective at the expiration of twenty one days after the recorded dispatch date of the letter unless a satisfactory explanation for the non-payment or payment is received within that time.
- (2) NICEIC may, at any time, remove an MCS Contractor's Trading Title from the Register if it be shown to the satisfaction of NICEIC that:
 - a) it has failed to maintain compliance with MCS 001, the relevant MIS standard or the Consumer Code; or
 - b) it has failed to notify NICEIC of the existence of a contracting address as required by Rule 10(1)c or to complete certification of that contracting address; or
 - c) it has failed to notify NICEIC of any change of legal constitution, Trading Title or other title, addresses, Nominee or Technical Representative, as required by Rule 11; or
 - d) it has failed to make payment to NICEIC of the prescribed charges as required by Rule 3; or
 - e) it has failed to provide surveillance visit facilities, as required by Rule 12; or
 - f) it has failed to accept assessments to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of work undertaken, as required by Rule 12; or
 - g) it has sub-contracted work other than in accordance with Rule 13; or
 - h) it has failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Rule 14; or
 - i) it has failed to take remedial action in connection with a complaint within a specified timescale, as required by Rule 14; or
 - j) it has failed to reimburse NICEIC's costs incurred in employing another MCS Contractor to resolve a complaint about the technical standard of work as required by Rule 14; or
 - k) it has made any wilful misrepresentation in connection with its certification; or
 - l) 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 work, of faulty or unsuitable materials or by faulty design or workmanship; or
 - m) it has carried out work below the standard required by Rule 4; or
 - n) it has performed any act which, in the opinion of NICEIC, is contrary or prejudicial to the objects or reputation of NICEIC; or
 - o) it has made use of the Certificate of Registration or Certification Logo or Certification Mark in a manner which, in the opinion of NICEIC, is likely to bring NICEIC into disrepute; or
 - p) 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:
 - (i) 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
 - (ii) a composition, assignment or arrangement with any of its creditors; or
 - (iii) 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
 - (iv) 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
 - (v) any attachment, sequestration, distress or execution that affects any of its assets and is not discharged within seven days; or
 - q) 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 certified; or
 - r) it has failed to appoint a replacement Nominee as required by Rule 11; or

- s) it has failed to employ a Technical Representative or an appropriate number of Technical Representatives or failed to take the required action, as required by Rule 11; or
 - t) it has committed any other breach of the obligations imposed by these Rules.
- (3) Before deciding whether or not to remove an MCS Contractor's Trading Title from the Register NICEIC shall inform the MCS Contractors of the alleged breach(s) of the Rules, and afford it an opportunity to offer an explanation 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 following the expiry of the twenty-one day period.
 - (4) A decision to remove an MCS Contractor's Trading Title from the Register under this Rule shall be notified to the MCS Contractors promptly. A decision to remove an MCS Contractors Installer'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 certification of an MCS Contractor which is removed shall not be transferred to another business.
 - (6) Notwithstanding Confidentiality and Data Protection, NICEIC may at its discretion make public the removal of an MCS Contractor's Trading Title from the Register and the Rule(s) breached.
 - (7) Cancellation of certification will not affect any existing rights and/or claims that NICEIC may have against the MCS Contractors or Applicant and will not relieve the MCS Contractors or Applicant from fulfilling their obligations accrued prior to cancellation.
 - (8) For whatever reason certification is removed the reputation of NICEIC must be protected therefore the MCS Contractors or Applicant must immediately cease all use of Certification Marks and Certification Logos.
 - (9) The MCS Contractors or Applicant must take all reasonable steps to prevent any misleading of third parties as to the status of their current certification.
 - (10) Should the MCS Contractors wish to cancel their certification with the NICEIC they must submit the request in writing and any fees paid or owed will not be refundable.

17. Appeals

- (1) You may make an appeal against any decision made by NICEIC to refuse your application for certification or to cancel your certification as a registered contractor, excluding non-payment of fees. The grounds for appeal must be sent to NICEIC, in writing, by Royal Mail signed for service, within 14 days of the date of the notification of the decision.
- (2) NICEIC 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 NICEIC's consideration of your appeal.
- (3) If You do not accept NICEIC's ruling in 16(4) 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 NICEIC, 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 NICEIC 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 NICEIC and You.

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

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 the oversight body, the ombudsman, by law or by these rules or to confirm compliance with the Rules; shall not be disclosed by NICEIC to any third party without the prior written agreement of the business concerned.

DATA PROTECTION

- (1) NICEIC will handle your data in accordance with GDPR Legislation. Data will be used for certification and registration purposes.
- (2) NICEIC may keep and use personal data (such as contact details) about 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 the business and employees of the business.
- (3) Unless the business or its employees 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 NICEIC. You can update your personal communication preferences via our website, search 'Preference Centre' on www.niceic.com
- (4) NICEIC reserve the right to conduct a credit check on your business.
- (5) NICEIC may share information on NICEIC's payment experiences with the your business with third parties.

PROFESSIONAL CONDUCT

In order to provide the best service, NICEIC is committed to the wellbeing of our customers and employees. NICEIC expects individuals using its services and premises to treat others with the courtesy and respect. Verbal abuse, harassment and violence towards our employees is unacceptable. NICEIC 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.