

# PORTABLE APPLIANCE TESTING SCHEME RULES

## INTRODUCTION

NICEIC provides third party registration services to businesses that undertake the In-service Inspection and Testing of Electrical Equipment in compliance with the Portable Appliance Testing (PAT) Scheme Standards.

## DEFINITIONS

### 1. In these Rules

**Applicant** means a Business which has made an application for registration

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

**Certsure LLP** means the Board of Directors of Certsure LLP

**Competent Person** means a person, considered by the business to possess the necessary technical knowledge, skill and experience to undertake PAT work and to prevent danger and where appropriate injury.

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

**PAT work** means the in-service inspection and testing of low voltage electrical equipment.

**Principal Duty Holder** means a person appointed by the business who is a principal or employee of the business having an undertaking 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 periodic assessment by NICEIC, who is available on a full time basis.

**Register of Registered Businesses** means any register of businesses possessing a valid certificate of registration maintained and published by the Registration Body.

**Scheme Rules** means the Registration Body's Scheme Rules as defined in this document and updated from time to time.

**Sub-contracting** means giving contractual responsibility to another business for insuring the PAT work complies with, and is of a standard not less than that affording conformity with the Industry Codes of Practice

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

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

## APPLICATION FOR REGISTRATION

### 2. Registration Process

- (1) A completed application form shall be submitted in respect of the Business. The principal address of the Business will be registered as the Head Office.
- (2) By applying an Applicant undertakes to NICEIC that if the application is accepted, the Applicant will comply with these Scheme Rules. NICEIC agree to comply with these Scheme Rules and to notify You of any amendments within a reasonable time.

### 3. Application Fees and Charges

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

#### **4. Requirements for Registration**

A Business may apply for registration as a Portable Appliance Tester if it:

- a) is directly engaged in PAT work; and
- b) has premises appropriate for its Business; and
- c) has documentation and records appropriate to the range and scale of PAT work undertaken which shall include guidance material as prescribed by NICEIC, appropriate British Standards and other industry Codes of Practice for In-service Inspection and Testing of Electrical Equipment and evidence of the prescribed public liability insurance cover for the range of PAT work undertaken; and
- d) has available for inspection sufficient PAT work carried out or managed that is of a standard acceptable to NICEIC.
- e) has a system in place to ensure that appropriate forms and log-books are completed correctly and issued for completed work and records are available; 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 PAT work undertaken - and maintains records demonstrating the ongoing accuracy and consistency of all test instruments used for testing; and
- h) has a documented health and safety policy statement and carries out risk assessments as appropriate; and
- i) maintains a record of all complaints received about the technical standard of PAT work undertaken, together with a record of the corrective action, if any, taken to resolve those complaints; and
- j) has appointed a Principal Duty Holder and has proposed one or more 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) A Principal Duty Holder is responsible for:

- a) all matters relating to registration and will be the main point of contact for all communication with NICEIC; and
- b) the maintenance of the overall standard and quality of the PAT work carried out or managed by You and for the assignment of PAT work to a Qualified Supervisor
- c) ensuring that there are systems in place whereby all PAT work undertaken is carried out by Competent Persons who are adequately and appropriately supervised, and that the appropriate prescribed forms have been issued for all completed PAT work.

(2) A Qualified Supervisor is responsible for:

- a) the day to day safety, technical standard and quality of the PAT work carried out under that person's supervision; and
- b) the technical standard of PAT 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 current editions of the following:- Electricity at Work Regulations, associated guidance material as prescribed by NICEIC, appropriate British Standards and other Industry Codes of Practice; and
- e) being well versed in the inspection, testing, verification, certification procedures for the range of PAT work undertaken by You; and
- f) safeguarding NICEIC branded forms against loss or theft and unauthorised use; and
- g) ensuring that results of PAT inspection and testing are properly recorded on the appropriate prescribed forms of certification, and reviews and confirms the results for acceptability.

#### **6. Application Assessment**

- (1) Every Applicant shall allow NICEIC's appointed representative to complete the assessment process by assessing the Applicant's test instruments, documentation, records and PAT work completed and in progress. This shall include all the items referred to in Scheme Rule 4, together with such other items as may, from time to time, be prescribed and published by NICEIC.
- (2) Every Applicant shall produce to NICEIC's appointed representative a list of any PAT work completed during the previous 12 months and of all PAT work in progress, and make available the specifications, certificates and reports relating to that work.
- (3) Every Applicant shall provide facilities for such assessment, including transport, tools, plant, test equipment and access to your place of Business and to the PAT work selected for assessment.
- (4) The extent of assessment shall be prescribed by NICEIC having regard to the range, scale and geographical spread of the PAT work carried out or managed by You.
- (5) Each proposed Qualified Supervisor, as appropriate, shall be present throughout assessment visits. The 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 or NICEIC.

#### **7. Appraisal of Application**

(1) When considering an application NICEIC may at its discretion decide to:

- a) grant registration; or
- b) defer for further consideration of the application for a period because either insufficient PAT work was available for assessment or the applicant otherwise failed to meet the requirements of Scheme Rules 4 or 5. Under these circumstances a further assessment of the applicant may be necessary for which a charge will be payable in accordance with Scheme Rule 3(3); or
- c) reject the application

(2) An application for registration may be cancelled by NICEIC 12 months from the date of the application being received if the Applicant has not complied with Scheme Rules 4, 5 and 6 so as to enable NICEIC to grant registration.

# REGISTRATION

## 8. Effect of Registration

- (1) When registration is granted, the Trading Title of the Business shall be included on the applicable Register(s) of Registered Businesses.
- (2) Registration shall be effective from the date that NICEIC are satisfied that the required conditions have been met. Subject to continued compliance with these Scheme Rules, registration shall subsist without renewal until 12 months after the date of initial registration is granted.

## 9. Use of NICEIC Branded Forms, Marks, Logos and Certificate of Registration

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

## 10. Conditions for Continued Registration

- (1) You are eligible for continued registration for as long as:
  - a) NICEIC are satisfied that You continue to comply with these Scheme Rules published, updated and notified, from time to time, by NICEIC, to You; and
  - b) payment of all fees is made within 30 days of the due date.
- (2) Your continued registration is confirmation of your acceptance to any changes made to the Scheme Rules and requirements, including increases to fees.

## 11. Change of Registration Particulars or Transfer of Registration

- (1) You 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 30 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, You remain 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 Scheme Rules and accept full responsibility for the PAT 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, You shall, if NICEIC so require:
  - a) make a new application for registration; or
  - b) make facilities available, as required by Scheme Rule 12, for an additional assessment of You to be made to confirm continued compliance with these Scheme Rules.
- (4) Where there is a significant change in the range of PAT work undertaken by You, You shall notify NICEIC without delay and, if We so require:
  - a) make a new application for registration; or
  - b) make facilities available, as required by Scheme Rule 12, for an additional assessment of You to be made to confirm continued compliance with the Scheme Rules; or
- (5) Where a Principal Duty Holder ceases to be employed in that capacity, You shall advise NICEIC without delay and, within 30 days of the change, provide a declaration on the form prescribed by NICEIC to confirm that a suitable replacement has been appointed.
- (6) Where a Qualified Supervisor ceases to be employed in that capacity, You shall advise NICEIC without delay and, within 30 days of the change, provide a declaration on the form prescribed by NICEIC to confirm that all PAT work is, and will continue to be, under the supervision of a named Competent Person. A replacement Qualified Supervisor shall be proposed within 60 days of a former Qualified Supervisor ceasing to be employed in that capacity. 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.
- (7) Fees and charges paid in respect of change of registration particulars or transfer of registration are not refundable.

## 12. Periodic Assessment

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

## 13. Sub-contracting

- (1) You shall not sub-contract PAT work without first informing the person ordering the work.
- (2) You shall permit the assessment of and accept full responsibility including any liability arising under Scheme Rule 14 for PAT work sub-contracted to another party.
- (3) PAT work shall be required to be self-certified only by the registered Business that carried out the work.

## 14. Complaint Resolution

- (1) Where a complaint is received by NICEIC alleging that the standard of PAT work undertaken by You is below that required by Scheme Rule 4(d), You shall provide facilities for assessments to be carried out, including transport, test equipment and access to the work to be inspected. You shall provide documentation relating to the work and the Qualified Supervisor currently responsible for the work and the Principal Duty Holder, where appropriate, shall be present throughout these assessments. 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 assessments it is shown to NICEIC's satisfaction that the standard of the PAT work is below that required by Scheme Rule 4(d) You shall, at your own expense, take remedial action within the specified time. In addition to your own costs You shall meet NICEIC's costs, including those relating to the assessments, as published by NICEIC.
- (3) If You do not take such remedial action within the specified time, NICEIC may appoint another Registered Business to undertake the remedial action and You shall be liable to reimburse NICEIC for all costs incurred.
- (4) NICEIC may at its discretion appoint another Registered Business to provide facilities for inspections to be carried out, and/or to undertake any necessary remedial work. Where NICEIC decide that a complaint is justified, the Business responsible for the work complained about shall be liable to reimburse NICEIC for all costs incurred.

## 15. Cancellation of Registration

- (1) NICEIC may, at any time, remove your Trading Title from the Register(s) of Registered Businesses if You fail to make payment of the prescribed annual registration fee, as stated in Scheme Rule 10(1), or any other fees required by these Scheme Rules, within 30 days of the due date. The decision to remove your Trading Title from the Register of Registered Businesses under this Scheme Rule shall be notified to You in writing by email or registered post and shall be deemed to become effective at the expiration of 14 days after the recorded date of the communication unless a satisfactory explanation for the non-payment is received by email or registered post within that time.
- (2) NICEIC may at any time, remove your Trading Title from the Register(s) of Registered Businesses if:
  - a) You have 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 Scheme Rule 11(1); or
  - b) You have failed to make payment to NICEIC of the prescribed charges as required by Scheme Rule 3 and 10; or
  - c) You have failed to provide periodic assessment facilities, as required by Scheme Rule 12(2); or
  - d) You have failed to accept assessments to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of PAT work undertaken, as required by Scheme Rule 12(3); or
  - e) You have sub-contracted work other than in accordance with Scheme Rule 13; or
  - f) You have failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Scheme Rule 14(1); or
  - g) You have failed to take corrective action in connection with a complaint within a specified timescale, as required by Scheme Rule 14(2); or
  - h) You have failed to reimburse NICEIC costs incurred in employing another Registered Business to resolve a complaint about the technical standard of PAT work as required by Scheme Rules 14(3) and 14(4); or
  - i) You have made any wilful misrepresentation in connection with your registration; 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 PAT work, of faulty workmanship; or
  - k) You have carried out PAT work below the standard required by Scheme Rule 4(d); or

- l) You have performed any act which, in NICEIC's opinion, is contrary or prejudicial to NICEIC's objectives or reputation; or
  - m) You have made use of the Certificate of Registration or NICEIC's Trade Marks, Logos or Registration Marks in a manner which, in NICEIC's opinion, is likely to bring NICEIC into disrepute; or
  - n) You are unable, or admit inability, to pay your debts as they fall due, or suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:
    - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding a members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
    - a composition, assignment or arrangement with any of your creditors; or
    - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of You or any of your assets; or
    - the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of You or any other agreement or arrangement having similar effect; or
    - any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within 7 days; or
  - o) In NICEIC's opinion the nature of your work has changed or You shall cease to trade or if there be any change in the ownership of your Business' Trading Title which affects the conditions under which You were registered; or
  - p) You have failed to appoint a replacement Principal Duty Holder as required by Scheme Rule 4(j) and Scheme Rule 11(5); or
  - q) 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 4(j) and Scheme Rule 11(6); or
  - r) You have committed any other breach of the obligations imposed by these Scheme Rules.
- (3) Before deciding whether or not to remove your Trading Title from the Register(s) of Registered Businesses in accordance with Scheme Rule 15(2) NICEIC shall inform You of the alleged breach(es) of the Scheme Rule(s) in writing by email or Royal mail signed for service, and afford You an opportunity to offer an explanation in writing by email or Royal mail signed for service within 21 days of the date of such Notification. The decision shall be made within a reasonable time following receipt of any such explanation, or if no such explanation is given within a reasonable time, following the expiry of the 21 day period, your Trading Title will be removed from the Register(s).
- (4) With the exception of removal from the Register(s) of Registered Businesses under Scheme Rule 15(1), a decision to remove your Trading Title from the Register(s) of Registered Businesses under these Scheme Rules shall be notified to You promptly in writing by email or Royal Mail signed for service. A decision to remove your Trading Title from the Register(s) of Registered Businesses will be implemented from the date of the Notification of the decision.
- (5) The registration of a Business which is cancelled under Scheme Rule 15 shall not be transferred to another Business.
- (6) Any resignation of a Registered Business must be made to NICEIC in writing by You.
- (7) Notwithstanding Scheme Rule 18, NICEIC may at its discretion make public the removal of your Trading Title from the Register(s) of Registered Businesses and the Scheme Rule(s) breached.

## 16. Appeals

- (1) You may make an appeal against any decision made by NICEIC to refuse your application for registration or to cancel your registration as a registered PAT Tester, 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) 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 NICEIC's consideration of your appeal.
- (3) If You do not accept NICEIC's ruling in 16(2) above, You may make a final written appeal which will be heard by an appeals committee. The appeal and grounds for appeal including all supporting documentation must be sent to 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*

## 17. Misuse of NICEIC Branded Forms, Marks, Logos and Certificate of Registration

- (1) You shall not issue an NICEIC branded form in respect of PAT work unless You have carried out the work which is the subject of the branded form.
- (2) When offering to undertake PAT work You shall not imply by the use of advertisements, business stationery, invoices, certificates or report forms and the like bearing NICEIC Trade Marks, Logos or Registration Marks that You are approved by NICEIC for other work.
- (3) If your Trading Title is removed from the Register(s) of Registered Businesses, your licence to use NICEIC Trade Marks and Registration Marks under Scheme Rule 9(4) will cease with immediate effect and You will retain no rights in NICEIC Trade Marks or Registration Marks. You shall immediately cease all use of NICEIC Trade Marks and Registration Marks and, in particular, You shall not use or display or permit to be used or displayed any reproduction, print or replica of NICEIC Marks and Registration Marks in any form or on any material whatsoever.

- (4) If your Trading Title is removed from the Register(s) of Registered Businesses You shall not exhibit or cause the Certificate of Registration (or any copy) to be exhibited anywhere.
- (5) If your Trading Title is removed from the Register(s) of Registered Businesses You shall immediately destroy the Certificate of Registration and all unused branded forms.
- (6) No Business whose Trading Title has been removed from the Register(s) of Registered Businesses or is otherwise not registered shall use NICEIC Trade Marks, Logos or Registration Marks in any manner or for any purpose whatsoever, nor shall it in any way represent itself or its Business as being registered.

## ***CONFIDENTIALITY***

All information, acquired and held by NICEIC in respect of You, other than that published in the Register(s) of Registered Businesses, shall be held by NICEIC in confidence and, except as required by law, by these Scheme Rules or to confirm compliance with the Scheme Rules, shall not be disclosed by NICEIC to a third party without the prior written agreement of You.

## ***DATA PROTECTION***

- (1) NICEIC will handle data in accordance with GDPR Legislation. Data will be stored for 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 require to properly maintain the Register(s) of Registered Businesses and to ensure compliance with the Scheme Rules, including, but not limited to, the disclosure to third parties of the identity of such officers and employees.
- (3) Unless the Business and employees of the Business request otherwise, NICEIC may, from time to time, authorise the dissemination to such persons of sales and marketing materials relating to any services that NICEIC believe 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](http://www.niceic.com)
- (4) NICEIC reserve the right to conduct a credit check on You.
- (5) NICEIC may share information on NICEIC payment experiences with You with third parties.

## ***PROFESSIONAL CONDUCT***

In order to provide the best service NICEIC are committed to the wellbeing of our customers and employees. NICEIC expect individuals using its services and premises to treat others with courtesy and respect. Verbal abuse, harassment and violence towards NICEIC employees is unacceptable and NICEIC will not hesitate to take action which could lead to prosecution and/or removal of registration/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 rules and conditions shall not affect the validity or enforceability of any other provision, and any invalid or unenforceable provision shall be severable.