

# BAFE SP203-1

## SCHEME RULES

### INTRODUCTION

Certsure LLP trading as NICEIC provides third party certification services to permit organisations involved with the design and/or installation and/or commissioning/handover and/or maintenance of fire detection and fire alarm systems to become third party certificated and listed as recognition of their competence to undertake their scope of work. By so doing, the Certificates of Compliance (C of C) issued by Certificated Organisations, on completion of their work, will give the Client, insurance companies and enforcing authorities e.g. the Fire Authority and Building Control, confidence that the work has been correctly undertaken.

This Scheme has four modules in recognition of the fact that each module may be undertaken by a different organisation. This modular approach is believed to be representative of the means by which a significant number of installations are designed, installed, commissioned, handed over and subsequently maintained by third party certificated organisations. Where the business' resources and work are subsequently assessed and found to meet these Scheme Rules, the business may be granted certification. Continued certification will be subject to periodic assessments confirming that the business continues to comply with these Scheme Rules.

This BAFE Scheme has been developed to permit organisations involved with one or more of the following:

1. Design
2. Installation
- 3a. Commissioning
- 3b. Handover
4. Maintenance

of fire detection and fire alarm systems to become third party certificated and BAFE Listed as recognition of their competence to undertake their scope of work. By so doing, the certificates issued by these organisations on completion of their work will provide proof of competence as required by the Regulatory Reform (Fire Safety) Order 2005 for England & Wales, the Fire (Scotland) Act and the Fire Safety Regulations (Northern Ireland) and give the Client and relevant enforcing authorities e.g. the Fire Authority and Building Control, confidence that the work has been correctly undertaken.

### DEFINITIONS

#### 1. In these Scheme Rules -

**Applicant** means a Business applying for registration.

**Audit** means a systematic review Certification Audit

**BAFE** means British Approvals for Fire Equipment. The body that owns the SP203 Schemes and is responsible for their maintenance.

**BAFE Certificate of Compliance** means the certificate issued on completion of the work. The certificate confirms that the work is compliant with this BAFE Scheme.

**BAFE Logo** means the BAFE logo either used in isolation or combined with the NICEIC logo.

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

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

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

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

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

**Design** means the detailed selection, placement and configuration of products and interconnections to meet the Specified Requirements of a fire detection and fire alarm system including the production of performance declarations, designs records and testing procedures.

**Designer** means the person(s) within an organisation that has the competence and authority to undertake Design.

**Handover** means the process of transferring on-going responsibility for the installation from the Certificated Organisation to the Client specified in the contract as accepting the completed system. The handover process should include training of relevant staff responsible for the day-to-day management of the installation and may be a phased process dependent upon the plans for occupation and/or utilisation of the protected building(s).

**Handover Organisation** means the company or body responsible for issuing the Module Certificate, or similar document, to the Client according to the requirements of the Handover module of this BAFE Scheme.

**Initial Testing** means testing, that includes inspection, of the system to ascertain its basic fitness for purpose. This may include, but is not limited to, quality of workmanship, insulation resistance testing, and earth leakage measurements.

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

**Maintenance** means the process, by which a fire detection and fire alarm system is inspected, regularly serviced as required by the relevant Standard, tested and, if necessary, repaired in order to keep it in an effective operational state.

**Maintenance Organisation** means the company or body responsible for the maintenance process and for advising the client of the work undertaken during maintenance visits.

**Module Certificate** means the certificate completed by the organisation responsible for the work associated with a particular module of the fire detection and fire alarm system that signifies completion of the work in accordance with the requirements of this BAFE Scheme.

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

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

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

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

**Responsible Person** means, in respect of a Defined Scope Business, a Competent Person with specific responsibility on a day-to-day basis for the safety, technical standard and quality of work.

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

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

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

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

**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 for registration 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 the Business of any amendments within a reasonable time.
- (3) 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. 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.
  - a) In order for NICEIC to schedule your surveillance audits NICEIC must be in receipt of cleared funds 2 months prior to your assessment due date; or
  - b) have a direct debit in place for NICEIC to take payment on a monthly basis.
- (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 with initial an approval period following successful assessment.
- (3) A fee shall be payable for any additional assessments in connection with the application. All fees and charges relating to an application shall be as prescribed in accordance with Scheme Rule 3(1).
- (4) All fees and charges relating to the application will be retained by 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 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 which would permit organisations involved with the design and/or installation and/or commissioning/handover and/or maintenance of fire detection and fire alarm systems to become third party certificated and listed as recognition of their competence to undertake their scope of work if it:

- a) is directly undertaking work activities for which certification is sort, for example, organisations certified for installation only, are not permitted to undertake design, commissioning, and maintenance work activities; and
- b) has premises appropriate for its Business; and
- c) has documentation and records appropriate to the range and scale of work undertaken which shall include the current editions of the following :- BAFE SP203-1 Scheme Document, CFOA Policy for reduction of false alarms and unwanted fire signals, Regulatory Reform (Fire Safety) Order, BS 7671 (except for the Design Only Module), HSR 25 (except for the Design Only Module), prescribed forms of certification and evidence of the prescribed public liability/professional indemnity insurance cover for the range work undertaken; and
- d) has available for inspection sufficient 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 BAFE SP203-1 and appropriate British Standards and other Industry Codes of Practice; and
- e) has a system in place to ensure that appropriate prescribed forms of certification, including compliance certificates within the timeframe prescribed; 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 work undertaken - and maintains records demonstrating the accuracy and consistency of all test instruments used for certification; and
- h) has a documented health and safety policy statement and carries out risk assessments as appropriate; and
- i) maintains a record of all complaints received about the technical standard of work undertaken, together with a record of the corrective action, if any, taken to resolve those complaints; and

- j) has appointed Key Personnel such as 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; and
- k) where an organisation has more than one Registered Designer each additional Registered Designer will incur a further day surveillance audit per year which will be subject to an additional charge. This is to cover the annual assessment of each Registered Designer so that they can be continually assessed for competence.

## 5. Personnel

- (1) A Principal Duty Holder is responsible for:
  - a) all matters relating to registration and be the main point of contact for all communication with NICEIC; and
  - b) the maintenance of the overall standard and quality of the work carried out or managed by the Business and for the assignment of work to a Qualified Supervisor; and
  - 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 have been issued for all work.
- (2) A Qualified Supervisor/Responsible Person is responsible for:
  - a) the day to day safety, technical standard and quality of work carried out under that person's supervision; and
  - b) the technical standard of 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:- BAFE SP203-1 Scheme Document, CFOA Policy for reduction of false alarms and unwanted fire signals, Regulatory Reform (Fire Safety) Order, BS 7671 (except for the Design Only Module), HSR 25 (except for the Design Only Module), associated guidance material as prescribed by NICEIC, appropriate British Standards and other Industry Codes of Practice; and
  - e) being well versed in all the appropriate requirements of the work undertaken by the Business; and
  - f) safeguarding NICEIC's branded forms against loss or theft and unauthorised use; and
  - g) ensuring that results of inspection and testing are properly recorded on the appropriate prescribed forms of certification, and reviews and confirms the results for acceptability.
- (3) A Registered Designer is responsible for:
  - a) having the competence and authority to undertake Design; and
  - b) demonstrating an understanding of the importance of properly interfacing with other building services, systems and structures and safely connecting to electricity supplies, where applicable;
- (4) A System Verifier is required when your organisation wishes to utilise a person other than the Registered Designer for system verification in accordance with BAFE SP203-1, 16.3 then this person;
  - a) must be assessed for design competence by means of a separate chargeable assessment; and
  - b) must be listed as System Verifier within your register of competent persons. For the avoidance of doubt, a single individual may hold more than one or all of the positions detailed above.

## 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 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 all work completed during the previous 12 months and of all work in progress, and make available the contracts, specifications, designs, drawings, certificates Commissioning/Handover documents and reports relating to that work.
- (3) Every Applicant shall provide facilities for such assessments, including transport, tools, plant, test equipment and access to its place of Business and to the 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 work carried out or managed by the Business.
- (5) Each proposed Qualified Supervisor/Designer, 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.
- (6) When requested by NICEIC, an Applicant shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.

## 7. Appraisal of Application

- (1) When considering an application NICEIC may at its discretion decide to:
  - a) grant registration; or
  - b) grant registration with conditions in which event the scope of work covered by these Scheme Rules will be subject to such conditions as NICEIC see fit and which shall be agreed by and notified to the Applicant; or
  - c) defer for further consideration of the application for a period because either insufficient work was available for assessment or the Applicant otherwise failed to meet the requirements of Scheme Rule 4. Under these circumstances a further assessment of the Applicant may be necessary for which a charge will be payable in accordance with Scheme Rule 3; or
  - d) reject the application.
- (2) An application for registration may be cancelled by 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. Effects of Registration

- (1) When registration is granted, the Trading Title of the Business shall be included on the applicable Register(s) of Certificated Businesses.
- (2) Registration shall be effective from the date that NICEIC is satisfied that the required conditions have been met. Subject to continued compliance with these Scheme Rules, registration shall subsist without renewal until stipulated surveillance periods have expired for example 6 months from initial successful assessment.

## 9. Use of the 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 license to use the applicable Trade Marks and Registration Marks in relation to BAFE SP203-1 Scheme work for as long as You remain on the Register(s) of Certificated Businesses.
- (5) The BAFE logo is only supplied to registered companies and you must always specify what schemes your organisation is registered for. It is a marque of approval that informs that the registered company is competent in their chosen area of Fire Protection and is regularly assessed to monitor the high quality standard they should be adhering to.
- (6) When You offer to undertake the design and/or installation and/or commissioning/handover and/or maintenance of fire detection and fire alarm systems, You are permitted to confirm by the use of advertisements, business stationery, invoices, certificates and the like bearing relevant 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 work carried out 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 the 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 and undertaking of surveillance requirements.
- (3) Any organisation certified by NICEIC for any module other than design only, shall operate a documented safe isolation of electrical supplies procedure which forms part of your management system. You must also hold a current and valid copy of both the Electricity at Work Regulations (HSR 25) and BS 7671.
- (4) You must issue BAFE certificates for all work that you undertake in accordance with the BAFE Scheme requirements. The format of both modular and compliance certificates is supplied by NICEIC. For the avoidance of doubt you are not permitted to raise and issue certificates in your own format.

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

- (1) You shall give written notice to NICEIC of any change of legal constitution, Trading Title, address, Principal Duty Holder, Qualified Supervisor/Designers or other significant particulars or declarations upon the basis of which certification was granted. Such notice shall be given within 30 days of any such change becoming effective. Following such change, continued registration and certification shall be at NICEIC's discretion.
- (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 certification. The Business to which registration is transferred shall sign an undertaking that it will comply with the Scheme Rules and accept full responsibility for the work undertaken by the previous holder of the Certificate of Registration. Where a partnership is dissolved, certification may be transferred to a new Business comprising one or more of the former partners subject to the written agreement of all the former partners.
- (3) Where in NICEIC's opinion the changes are such that the conditions under which certification was granted are significantly affected, You shall, if NICEIC so require:
  - a) make a new application for certification; or
  - b) make facilities available, as required by Scheme Rule 12, for an additional assessment of You to be made to confirm continued compliance with these Scheme Rules.

- (4) Where there is a significant change in the range of work undertaken by You, You shall notify NICEIC without delay and, if NICEIC so require:
  - a) make a new application for certification; or
  - b) make facilities available, as required by Scheme Rule 12, for an additional assessment of You to be made to confirm continued compliance with the Scheme Rules; or
  - c) accept certification and registration with sanctions/conditions in which event the scope of work covered will be subject to such sanctions/conditions and notified to You.
- (5) Where work beyond the scope of registration starts to be carried out or managed by You, an application shall be made to amend the scope of certification.
  - a) should it come to the attention of NICEIC that your Business is undertaking work activities that are outside the scope of your certification then NICEIC will request that you schedule an audit to extend the scope of your certification to align with the activities being undertaken within 90 days.
  - b) failure to schedule an extension to scope audit may result in your certification being suspended until such a time that you are certified for all modules that align to the work activities being offered by your Business.
- (6) 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.
- (7) Where a Qualified Supervisor/Designers 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 work is, and will continue to be, under the supervision of a named Competent Person. A replacement Qualified Supervisor/Designer shall be proposed. A replacement Qualified Supervisor/Designer accepted by NICEIC shall be employed in that capacity within 90 days of the former ceasing to be employed in that capacity.
- (8) Fees and charges paid in respect of change of registration particulars or transfer of registration or certification are not refundable.

## **12. Periodic Assessment**

- (1) For the purpose of determining your continued eligibility for registration, You shall undergo periodic assessments at such times as NICEIC shall require.
- (2) During each assessment, You shall produce to NICEIC's appointed representative a list of all work completed since the previous assessment and of all work in progress and make available the specifications, drawings, designs, 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 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 assessments including transport and test equipment, and shall arrange access to the work selected for assessment. The Principal Duty Holder and the relevant Qualified Supervisor/Designer shall be present for the assessment in accordance with Scheme Rule 6(5). During the periodic assessment, the Qualified Supervisor/Designer shall demonstrate compliance with Scheme Rule 5(2).
- (3) You shall maintain records to demonstrate that all the necessary inspections and tests have been carried out for commissioning and maintenance strictly in accordance with BS 5839 by means of checklists which have the facility to make record of all prescribed tests and inspections, including the facility to record any value and/or reading and associated calculation that is required as part of the inspection and/or testing.
- (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 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.
- (6) Where You fail to provide facilities for an assessment visit for which reasonable notice has been given, or cancels an arranged assessment by giving less than 21 days' notice, or fails to comply with Scheme Rule 6(5), You shall be responsible for payment of NICEIC charges as published by NICEIC.
- (7) When requested by NICEIC, You shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.

## **13. Sub-Contracting**

- (1) You shall not sub-contract 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 work sub-contracted to another party.
- (3) Where You sub-contract work, that work shall be undertaken by a Certificated Business that is registered with a Scheme Operator accredited by UKAS. Work shall be required to be certified only by the Certificated Business that carried out that work.

## **14. Complaint Resolution**

- (1) Where a complaint is received by NICEIC alleging that the standard of work undertaken by You is below that required by Scheme Rule 4(d), You shall provide facilities for inspections to be carried out, including transport, test equipment and access to the work to be inspected. You shall provide documentation relating to the work and the Qualified Supervisor/Designer 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 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 costs, including those relating to the inspections, as published by NICEIC.
- (3) If You do not take such remedial action within the specified time, NICEIC may appoint another Certificated 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 Certificated 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 of Certificated Businesses if You fail to make payment of the prescribed annual registration fee, as stated in Scheme Rule 10(1), or any other fees required by these Scheme Rules, within 30 days of the due date. The decision to remove your Trading Title from the Register of Certificated Businesses under this Scheme Rule shall be notified to You in writing by email or registered post and shall be deemed to become effective at the expiration of 14 days after the recorded date of the communication unless a satisfactory explanation for the non-payment is received by email or registered post within that time.
- (2) NICEIC may, at any time, remove your Trading Title from the Register of Certificated 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/Designer 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 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 Certificated Business to resolve a complaint about the technical standard of work as required by Scheme Rules 14(3) and 14(4); or
  - i) you have made any willful 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 work, of faulty or unsuitable materials or by faulty design or workmanship; or
  - k) you have carried out below the standard required by Scheme Rule 4(d); or
  - l) you have performed any act which, in the opinion of NICEIC, is contrary or prejudicial to NICEIC objectives or reputation; or
  - m) you have made use of the Certificate of Registration or NICEIC 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 the opinion of NICEIC, the nature of your work has changed or You shall cease to trade or if there be any change in the ownership of your Business' Trading Title which affects the conditions under which You were registered; or
  - p) you have failed to appoint a replacement Principal Duty Holder as required by Scheme Rule 4(j) and Scheme Rule 11(6); or
  - q) you have failed to employ a Qualified Supervisor/Designer or an appropriate number of Qualified Supervisors or failed to take the required action, as required by Scheme Rule 4(j) and Scheme Rule 11(7); or
  - r) you have committed any other breach of the obligations imposed by these Scheme Rules.
- (3) Before deciding whether or not to remove your Trading Title from the Register of Certificated Businesses in accordance with Scheme Rule 15(2) NICEIC shall inform You of the alleged breach(es) of the Scheme Rule(s) in writing by email or registered post, and afford You an opportunity to offer an explanation in writing by email or registered post within 21 days of the date of such Notification. The decision shall be made within a reasonable time following receipt of any such explanation, or if no such explanation is given within a reasonable time, following the expiry of the 21 day period, your Trading Title will be removed from the register.
- (4) With the exception of removal from the Register of Certificated Businesses under Scheme Rule 15(1), a decision to remove your Trading Title from the Register of Certificated Businesses under these Scheme Rules shall be notified to You promptly in writing by email or registered post. A decision to remove your Trading Title from the Register of Certificated Businesses will be implemented from the date of the Notification of the decision.
- (5) The registration of a Certificated Business which is cancelled under Scheme Rule 15 shall not be transferred to another Business.
- (6) Any resignation of a Certified Business must be made to NICEIC in writing by You.
- (7) Notwithstanding Scheme Rule 17, NICEIC may at its discretion make public the removal of your Trading Title from the Register of Certificated 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 business, 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(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;
- (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 work unless You have carried out the work which is the subject of the branded form.
- (2) When offering to undertake the design and/or installation and/or commissioning/handover and/or maintenance of fire detection and fire alarm systems of work not included within the scope of your registration You shall not imply by the use of advertisements, business stationery, invoices, certificates or report forms and the like bearing NICEIC Trade Marks, Logos or Registration Marks that you are approved by NICEIC for that work.
- (3) If your Trading Title is removed from the Register of Certificated 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 or Registration Marks in any form or on any material whatsoever.
- (4) If your Trading Title is removed from the Register of Certificated Businesses You shall not exhibit or cause the Certificate of Registration (or any copy) to be exhibited anywhere.
- (5) If your Trading Title is removed from the Register of Certificated Businesses You shall immediately destroy the Certificate of Registration and all unused branded forms.
- (6) No Business whose Trading Title has been removed from the Register of Certificated Businesses or is otherwise not registered shall use 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 of Certificated Businesses, shall be held by NICEIC in confidence and, except as required by an accreditation body, by law, by BAFE, 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 the Business concerned.

## **DATA PROTECTION**

- (1) NICEIC will handle data in accordance with GDPR Legislation. Data will be stored 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 require to properly maintain the Register of Certificated Businesses and to ensure compliance with the Scheme Rules, including, but not limited to, the disclosure to third parties of the identity of such officers and employees.
- (3) Unless the Business and employees of the Business request otherwise, 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 NICEIC's customers and employees. NICEIC expect individuals using NICEIC 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 certification/services.

## ***LAW AND JURISDICTION***

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

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