



MCS CONTRACTOR SCHEME RULES

INTRODUCTION

Certsure LLP trading as NICEIC and ELECSA 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.

DEFINITIONS

1. In these Rules

Applicant means a business applying for certification.

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

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 or ELECSA.

Certification logo means a logo comprising of the certification mark, the NICEIC or ELECSA logo.

Certification mark means the mark consisting of a word mark 'MCS' in a black box.

Competent Person means a person who is 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.

Head Office means the principle place of the business.

MCS Contractor means a business that is responsible for all of the following activities: supply, design, set to work and commissioning microgeneration systems and technologies and has been certified by NICEIC in accordance with the Scheme 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 and the relevant MIS Standard.

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.

Our means Certsure LLP trading as NICEIC and ELECSA.

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

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

Scheme Rules means the Certification Body's Scheme Rules, updated from time to time; the current version is available on the NICEIC and ELECSA websites

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

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 'Certified', 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 or ELECSA.

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

Us means Certsure LLP trading as NICEIC and ELECSA.

We means Certsure LLP trading as NICEIC and ELECSA.

You means a business which has been assessed in accordance with the Scheme Rules and which possesses a valid Certificate of Certification with either NICEIC or ELECSA.

APPLICATION FOR CERTIFICATION

2. Method of Certification

- (1) Applications for certification shall be made in such a manner as We may, from time to time, prescribe.
- (2) An application on the form prescribed by Us 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 Scheme Rules will apply to the Head Office and each Contracting Branch with equal validity.
- (3) By applying for certification, You undertake to Us that if the application is accepted, You will comply with the Scheme Rules. We agree to comply with the Scheme Rules and scheme requirements and to notify You of any amendments within a reasonable time.
- (4) Extensions to the scope of certification may be made available by Us to You. 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 involving 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 Scheme Rule 3(1).
- (4) All fees and charges relating to the application will be retained by Us 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 Us less than 21 days' notice of cancellation, or fails to comply with Scheme Rule 6, the Applicant shall be responsible for payment of NICEIC charges.

4. Requirements for Certification

- (1) We will certify a business if all of the following requirements are met. The Applicant business if it:
 - a) is 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 and 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 complaints.
 - l) has appointed a Nominee and has proposed one or more Technical Representative, 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 Us and the scheme operator.
 - d) being conversant with the MCS 001, associated guidance material as prescribed by Us, 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.

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 Us 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. Our decision will be final in respect of appropriate rectification of non-conformity(ies). Additional visits will incur an additional charge as stated on Our current fee sheet.
- (5) Every Applicant business shall permit Our 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 for the installation Assessment. No other persons shall be present during the Assessment visit without express prior agreement from Us.
- (8) A completed Assessment visit will result in a recommendation; this result will be communicated during the closing meetings and subsequently in written correspondence. Any recommendation is always subject to independent review and certification decision.
- (9) When requested by Us an Applicant Business shall provide access and facilities to allow for the attendance of external parties such as the United Kingdom Accreditation Service (UKAS) to witness an Assessments by Us.
- (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 Our approved Assessor will result in termination of that Assessment visit and fees will still be payable in full.
- (12) All electronic recording devices are switched off for the duration, it is not permitted that any part of the assessment is recorded.

7. Appraisal of Application

- (1) When considering an application, We may at Our discretion decide to:
 - a) grant certification; or
 - b) grant certification with Defined Approval, in which event the scope of work covered by this Scheme Rule will be subject to such conditions as We see fit and which shall be agreed by and notified to the applicant in writing; or
 - c) defer with further consideration of the application for a period because either insufficient installations 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 certification may be cancelled by Us 12 months after the date of the application if the Applicant has not complied with these Scheme Rules.
- (3) In the event that You have been registered with us previously either under a previous trading title or your current trading title, and a claim was paid out as a result of our Platinum Promise Warranty, you will be expected to reimburse all fees incurred before registration is granted.

REGISTRATION

8. Effect of Registration

- (1) The Certificate of Certification is issued when We have certified compliance with these Scheme Rules.
- (2) When a Business is certified, We 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 We are satisfied that the required conditions have been met and all fees have been paid. Subject to continued compliance with the Scheme 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 Scheme Rules is maintained, no additional certificates shall be issued.
- (5) Certificates of registration remain the property of Us, if on-going compliance with these Rules is breached the certificate of registration must be returned to Us or destroyed, We 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 Us 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 We 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 work 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) You are entitled to a Certificate of Certification incorporating a Certificate Number and, for so long as You are registered, to advertise that fact.
- (2) You will at all reasonable times be prepared to produce your Certificate of Certifications for Our Assessor.
- (3) All rights, title and interest in Our Trade Marks including any reputation and goodwill as may accrue as a result of use of Our Trade marks by You is reserved to and shall belong absolutely to Us.
- (4) Subject to the conditions set out in these Scheme Rules, you are granted a non-exclusive license to use the applicable Trade Marks and Registration marks in relation to work for as long as You remain on the Register of Contractors.
- (5) You may use the words NICEIC MCS Contractor or ELECSA MCS Contractor only in conjunction with Your trading Title registered with Us.
- (6) You shall not use Our trade Marks or Our certification Marks in conjunction with any trading name other than yours registered with Us.
- (7) You shall use Our Trade Marks and Certification Mark and Forms only at the Head Office that is on the register.

- (8) When You offer to undertake the supply, design, installation, set to work and commissioning of installation work, it is permitted to confirm registration by the use of advertisements, business stationery, invoices, certificates and/or report forms etc. bearing Our Certification Mark.
- (9) You may use our branded forms that cover the scope of the work for which You have been approved to operate by Us.
- (10) We may, from time to time, issue further binding instructions on the use of Our Trade Marks and registration marks by You. You shall comply with any such instructions.
- (11) Notwithstanding a certification decision You shall make no use of the Certification Mark or the Certification Logo until You have entered into an authorized user license. All restrictions and conditions contained in the authorised user license in relation to the Certification Mark also apply to the Certification Mark and Our Logo comprised within it. References to the brand guidelines shall be to the brand guidelines for our brand mark. We shall from time to time issue and/or update the brand guidelines on our websites at www.niceic.com and www.elecsa.co.uk
- (12) You shall at all times use the Certification Mark and the Certification Logo in accordance with your authorized user license, the regulations and the brand guidelines.
- (13) We have no responsibility for ensuring the registration of the Certification Mark and You shall have no claim against Us for any such failure to register. We do not give any warranties to You 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 destroyed. Immediate removal of the Certification Mark and Certification Logo from any business premises, stationery and advertisements must take place. You must take all reasonable steps to prevent misleading claims regarding the scope of work You are currently certificated for.
- (15) You shall safeguard all branded forms to prevent their misuse.
- (16) You shall notify Us in writing immediately on discovery of any loss or theft of branded forms.

10. Conditions for Continued Certification

- (1) You are eligible for continued certifications for as long as:
 - a) We are satisfied that You continue to comply with the requirements of the Scheme Rules published, from time to time, by Us.
 - b) payment of all fees is made within thirty days or by the due date.
 - c) if, at any time You form 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 with a period specified by us.
 - d) your continuing compliance with the Scheme Rules.
 - e) You shall respond as required to compliance queries posed by Us on behalf of the Scheme administrator.
 - f) You maintain a Consumer Code Registration compliant with the Scheme requirements
 - g) You maintain a sub-sub license authorising continued registration with the MCS Scheme.

11. Change of Certification Particulars or Transfer of Certification

- (1) You shall give written notice to Us of any change of legal constitution, Trading Title, address, 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 Us
- (2) Where, notwithstanding a change of legal constitution or Trading Title, You remain unchanged in all other material respects, We may at our discretion grant a transfer of Certification. The Business to which certification 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 Certification. Where a partnership is dissolved, certification may be transferred to a new business comprising one or more of the former partners subject to written agreement of all the former partners.
- (3) Where in the opinion of Us the changes are such that the conditions under which certification was granted are significantly affected, You shall, if We so require:
 - a) make a new application for certification; or
 - b) make facilities available, as required by Scheme Rule 13, for an additional Assessment of You to be made to confirm continued compliance with Scheme Rules.
- (4) Where there is a significant change in the range of work undertaken by You, You shall notify Us and, if We so require:
 - a) make a new application for certification; or
 - b) make facilities available, as required by Scheme Rule 13, for an additional Assessment of You to be made to confirm continued compliance with the Scheme Rules; or
 - c) accept certification with Defined or reduced Approval in which event the scope of work covered by this Scheme Rule will be subject to such conditions as We see fit and which shall be agreed by and notified to You.
- (5) Where 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, You shall advise Us without delay and, within thirty days of the change, provide a declaration on the form prescribed by Us to confirm that a suitable replacement has been appointed.
- (7) Where a Technical Representative ceases to be employed in that capacity, You shall advise Us without delay and, within five days of the change, provide a declaration on the form prescribed by Us 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 Us, shall be employed in that capacity within one hundred and twenty 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

- (1) For the purpose of determining on going compliance with these Scheme Rules You shall undergo Surveillance Assessments, normally at annual intervals, or at such times as We shall require.
- (2) Prior to confirmation of Surveillance Assessments date(s), if requested, You shall supply Us with a list of all work completed since the previous Assessment and of all work in progress. You shall permit Us 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 Us. You 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 Scheme Rule 6.(7). During the surveillance Assessment visit the Technical Representative shall demonstrate compliance with Rule 5 (2).
- (3) In addition, during the Surveillance Assessment Our Assessor will sample evidence of any building work notifications and/or MID notifications carried out since Your last 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 Us having regard to the range, scale and geographical spread of the work undertaken.
- (5) Where You are found not to comply with the requirements of the Scheme Rules, We shall notify You of the non-conformity(ies), which may necessitate Us carrying out further Assessments. You shall be responsible for your own costs and for payment of Our charges for further Assessments as may, from time to time, be determined and published by Us. Where Our Assessor identifies non-compliances, You shall undertake appropriate remedial action.
- (6) Where You fail 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 Scheme Rule 13, You shall be responsible for payment of Our charges as may , from time to time, be determined and published by us.
- (7) When requested by Us, You shall provide access and facilities to allow for the attendance of external parties such as the United Kingdom Accreditation Service (UKAS) to witness Assessments by Our observers or trainees or other relevant parties as agreed by Us.
- (8) The cancellation by You of two or more scheduled assessments may lead to a review of your Certification, this could in turn lead to Cancellation of Certification Rule 16.
- (9) All electronic recording devices are switched off for the duration, it is not permitted that any part of the assessment is recorded.

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 for work sub-contracted to another party
- (3) Where You sub-contract 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 You for subsequent assessment by Us.
 - b) any work sub-contracted must have an appropriate formal sub-contract agreement between You and the business to which the work is sub-contracted.
 - c) be subject to the appropriate sample assessments by You.

14. Complaint Resolution

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

15. Suspension of Certification

- (1) We may, suspend with immediate effect, your certification, from the register held with Us and MCS, if the Business has shown to the satisfaction of Us that you have:
 - a) failed to maintain compliance with MCS 001, the relevant MIS standard a valid Sub-sub license or the Consumer Code; or
 - b) failed to notify Us of the existence of a contracting address as required by Scheme Rule 10(1); or
 - c) failed to notify Us of any change of legal constitution, Trading Title or, addresses or Nominee or Technical Representative, as required by Scheme Rule 11; or

- d) failed to make payment to Us of the prescribed charges as required by Scheme Rule 3; or
 - e) failed to provide surveillance assessment facilities, as required by Scheme Rule 12; or
 - f) failed to accept assessments to the extent prescribed by Us 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 Scheme Rule 14; or
 - i) failed to take remedial action in connection with a complaint within a specified timescale, as required by Scheme Rule 14; or
 - j) failed to reimburse Our costs incurred in employing another approved MCS Contractor to resolve a complaint about the standard of work as required by Scheme Rule 14; or
 - k) made any willful 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 Scheme Rule 4; or
 - n) performed any act which, in the opinion of Us, is contrary or prejudicial to the objectives or reputation of Us; or
 - o) made use of the Certificate of Certification or Certification Logo or Certification Mark in a manner which, in the opinion of Us, is likely to bring Us or the MCS Scheme into disrepute; or
 - p) inability to pay your 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 your creditors; or
 - (iii) 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
 - (iv) 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
 - (v) any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within seven days
 - q) in the opinion of Us, has changed the nature of your work or You shall cease to trade or if there be any change in the ownership of your business which affects the conditions under which You were certified; or
 - r) failed to appoint a replacement Nominee as required by Scheme Rule 11; or
 - s) failed to employ a Technical Representative, as required by Scheme Rule 11; or
 - t) committed any other breach of the obligations imposed by these Scheme 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 We have confirmed Your breach of these Scheme Rules, action will be commenced as advised in Scheme Rule 16(3).
 - (4) Your certification which is suspended shall not be transferred to another Business.
 - (5) Notwithstanding confidentiality and data protection, We may at Our discretion make public the suspension of your Trading Title from the Register and advise of the Scheme Rule(s) breached.
 - (6) Suspension of certification will not affect any existing rights and/or claims by Us against You and will not relieve You from fulfilling your obligations accrued.
 - (7) For whatever reason certification is suspended the reputation of Us must be protected therefore You must immediately cease all use of Certification marks and Certification Logos.
 - (8) You must take all reasonable steps to prevent any misleading of third parties as to the status of your current certification.

CANCELLATION OF REGISTRATION

16. Cancellation of Registration

- (1) We may, at any time, remove your Trading Title from the register if You fail to make payment of the prescribed fees, as required by Scheme Rule 3, or any other fees required by these Scheme Rules, within thirty days of the date notified to You. The decision to remove your Trading Title from the Register under this Scheme Rule shall be notified to You in writing and shall be deemed to become effective at the expiration of fourteen 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) We may, at any time, remove your Trading Title from the Register if it be shown to the satisfaction of Us that You have:
 - a) failed to maintain compliance with MCS 001, the relevant MIS standard, the sub-sub license or the Consumer Code; or
 - b) failed to notify Us of the existence of a contracting address as required by Scheme Rule 10(1) or to complete certification of that contracting address; or
 - c) failed to notify Us of any change of legal constitution, Trading Title or other title, addresses or Nominee or Technical representative, as required by Scheme Rule 11; or
 - d) failed to make payment to Us of the prescribed charges as required by Scheme Rule 3; or
 - e) failed to provide surveillance assessment facilities, as required by Scheme Rule 12; or
 - f) failed to accept assessments to the extent prescribed by Us having regard to the range, scale and geographical spread of work undertaken, as required by Scheme Rule 12; 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 Scheme Rule 14; or
 - i) failed to take remedial action in connection with a complaint within a specified timescale, as required by Scheme Rule 14; or

- j) failed to reimburse Our costs incurred in employing another approved MCS Contractor to resolve a complaint about the standard of work as required by Scheme Rule 14; or
 - k) made any willful 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 Scheme Rule 4; or
 - n) performed any act which, in the opinion of Us, is contrary or prejudicial to the objectives or reputation of Us; or
 - o) made use of the Certificate of Certification or Certification Logo or Certification Mark in a manner which, in the opinion of Us, is likely to bring Us or the MCS Scheme into disrepute; or
 - p) inability to pay your debts as they fall due, or suspends making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to You concerning:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding members' winding up for the purposes of reconstruction) of You and in the case of a winding up petition, such petition is not discharged or stayed within fourteen days or, if earlier, prior to your advertisement; or
 - (ii) a composition, assignment or arrangement with any of your creditors; or
 - (iii) 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
 - (iv) 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
 - (v) any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within seven days
 - q) in the opinion of Us, has changed the nature of your work or You shall cease to trade or if there be any change in the ownership of your business which affects the conditions under which You were certified; or
 - r) failed to appoint a replacement Nominee as required by Scheme Rule 11; or
 - s) failed to employ a Technical Representative or an appropriate number of Technical Representatives or failed to take the required action, as required by Scheme Rule 11; or
 - t) committed any other breach of the obligations imposed by these Scheme Rules; or
- (3) Before deciding whether or not to remove your Trading Title from the Register We shall inform You of the alleged breach(s) of the Scheme Rules and afford You an opportunity to offer an explanation within fourteen 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 fourteen day period.
- (4) A decision to remove your Trading Title from the Register under this Scheme Rule shall be notified to You promptly. A decision to remove your 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) A Certificate of Certification business which is removed shall not be transferred to another business.
- (6) Notwithstanding Confidentiality and Data Protection, We may at Our discretion make public the removal your Trading Title from the Register and the Scheme Rule(s) breached.
- (7) Cancellation of certification will not affect any existing rights and/or claims that We may have against You and will not relieve You from fulfilling your obligations accrued prior to cancellation.
- (8) For whatever reason certification is removed the reputation of Us must be protected therefore You must immediately cease all use of Certification Marks and Certification Logos.
- (9) You must take all reasonable steps to prevent any misleading of third parties as to the status of your current certifications.
- (10) Should You wish to cancel your certification with Us, You 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 Us 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 Us, in writing, by Royal Mail signed for service, within fourteen days of the date of the notification of the decision.
- (2) We shall make a ruling within a reasonable time scale on the appeal submitted. No person who participated in making the decision being disputed shall participate in Our consideration of your appeal.
- (3) If You do not accept Our ruling in Scheme Rule 16(2), You may make a final written appeal which will be heard by an appeals committee. The appeal and grounds for appeal including all supporting documentation must be sent to Us, by Royal Mail signed for service, within twenty eight days of notification of the ruling.
- (4) The appeal committee shall be made up of individuals who have had no prior involvement with the decision under appeal and We shall notify You of the composition of the appeal committee as soon as practical after they have been appointed.
- (5) The appeal committee shall have full powers to:
 - a) uphold the appeal and either to reverse or modify the decision appealed against, subject to any conditions that the appeal committee may apply;
 - b) to reject the appeal;
 - c) in the absence of any order by the appeal committee to the contrary, each party shall bear its own costs.
- (6) The decision of the appeal committee shall be final, conclusive and binding on Us and You.

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

CONFIDENTIALITY

All information, acquired and held by Us in respect of You, other than that published in the Register, shall be held by Us in confidence and, except as required by the oversight body, the ombudsman, by law or by the Scheme Rules or to confirm compliance with the Scheme Rules; shall not be disclosed by Us to any third party without the prior written agreement of the You.

DATA PROTECTION

- (1) We will handle data in accordance in accordance with GDPR Legislation. Data will be stored for certification and registration purposes.
- (2) We may keep and use personal data (such as contact details) about the Business and employees of the Business for all purposes that We require to properly maintain the Register and to ensure compliance with the Scheme Rules, including but not limited to, the disclosure to third parties of the identity of the business and employees of the business.
- (3) Unless the Business or its employees request otherwise, We may from time to time, authorise the dissemination to such persons of sales and marketing materials relating to any services that We believe would be of interest to them. Such dissemination any be made by Us or by other persons authorised by Us. You can update your personal communication preferences via our website, search 'Preference Centre' on www.niceic.com or www.elecsa.co.uk
- (4) We reserve the right to conduct a credit check on You.
- (5) We may share information on Our payment experiences with You with third parties.

PROFESSIONAL CONDUCT

In order to provide the best service, We are committed to the wellbeing of our customers and employees. We expect individuals using Our services and premises to treat others with courtesy and respect. Verbal abuse, harassment and violence towards Our employees is un-acceptable. We 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 the Scheme Rules shall be governed by English Law. The invalidity or unenforceability of any provision of the Scheme Rules and conditions shall not affect the validity or enforceability of any other provision, and any invalid or unenforceable provision shall be severable.