



# **MCS CONTRACTOR SCHEME RULES**

## **1. 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.

A Business directly engaged in the supply, design, installation, set to work, commissioning and handover of microgeneration systems and technologies installation work, and wishing to be assessed in accordance with these Scheme Rules to be able to undertake installation work, may make an application for Certification. Where the Business's resources and installation work are subsequently assessed and found to meet these Scheme Rules, the Business may be granted Certification. Continued Certification will be subject to Surveillance Assessments confirming that the Business continues to comply with these Scheme Rules.

## **2. DEFINITIONS**

**In these Rules:**

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

**Assessment** means a review conducted by an Assessor in line with all applicable standards. This may be undertaken remotely, by desktop, onsite or at your office address.

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

**Certificate of Certification** means a certificate awarded by us under these Scheme Rules.

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

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

**Certification Marks** means the registered Trade Mark owned by Certsure LLP. Guidance on its use can be found in Our use of logo guide.

**Competent Person** means a person who, has the necessary technical knowledge, skill and experience for the nature of the work included in the scope of Certification, to prevent danger and injury.

**Contracting Office** means an address from which a Business carries out or manages work included in the scope of Certification, and to which correspondence can be posted. This must be a physical location.

**ELECSA** means Certsure LLP trading as ELECSA.

**Forms** means certificates and reports bearing the NICEIC or ELECSA logo.

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

**MCS Contractor** means a Business that is responsible for all of the following activities: supply, design, set to work, commissioning and handover of microgeneration systems and technologies and has been certified in accordance with these Scheme Rules.

**MCS Scheme Administrator** means MCS Service Company

**MCS Work** means the supply, design, set to work, commissioning and handover of microgeneration systems falling within the scope of MCS 001 and the relevant MIS Standard.

**Forms** means certificates and reports bearing NICEIC or ELECSA Logo.

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

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

**Notification** means the dispatch of any communication and/or documents by Us, to You.

**Our, Us or We** means Certsure LLP trading as NICEIC and ELECSA.

**Register of Certificated Businesses** means a register of Businesses who hold a valid Certificate of Registration maintained and published by the Certification Body.

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

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

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

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

**Scheme Specific Work** means work covered by these Scheme Rules and included within the scope of Certification.

**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 certification standards and applicable Industry Codes of Practice.

**Sub-license** means an agreement between Us and a Business; authorising the Business to use the MCS Certification Mark.

**Suspension** means the Business's details will be held as inactive, details will be removed from all public registers and the Business will 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 Us.

**Trade Marks** means the NICEIC and ELECSA 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 an Applicant or a Business which has been assessed in accordance with these Scheme Rules and holds a valid Certificate of Registration.

### **3. APPLICATION**

The Business will:

- 3.1 (a) complete an application form and submit it to Us detailing the Contracting Office(s) of the Business for each Branch for which Certification is sought or required; and
- (b) apply for Certification, and if the application is accepted, the Business agrees to comply with these Scheme Rules; and
- (c) understand that extensions to scope of Certification may be made available to the Business by Us. Such extensions to Certification will be subject to separate application and Assessment; and
- (d) declare to Us if the Business has applied for, holds, has held or has had refused or cancelled a previous Certification with a Scheme; and
- (e) complete an application form for each Branch for which Certification is sought or required.

### **4. FEES AND CHARGES**

- 4.1 We will prescribe and publish fees and charges which together with applicable VAT will be payable in accordance with the payment terms stated on the invoice.
- 4.2 A fee will be payable in respect of each application for Certification and will accompany the application. The fee covers the administrative cost involved in processing the application and the initial Assessment of You.
- 4.3 A fee will be payable for any additional Assessments in connection with your Certification. All fees and charges relating to a Certification will be as prescribed in accordance with the invoice payment terms.
- 4.4 All fees and charges relating to the application will be retained by Us irrespective of the outcome.
- 4.5 If You fail to provide facilities for an Assessment for which You have been given reasonable notice, or cancel an arranged Assessment by giving Us less than 21 days notice of cancellation, or fail to comply with Application or Surveillance Assessment requirements, You will be responsible for payment of Our charges.
- 4.6 Any charges and costs incurred between the Business and Us, for affinity services (such as training and goods) will be paid in accordance with the payment terms notified.

## **5. PERSONNEL**

5.1 A Nominee is responsible for:

- (a) all matters relating to Certification and will be the main point of contact for all communication with Us; and
- (b) 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.

5.2 A Technical Representative is responsible for:

- (a) the day to day responsibility for the safety, technical standard and quality of the work carried out;
- (b) having basic fire safety awareness
- (c) fulfilling the relevant qualifications and training, including Continuous Professional Development requirements and experience prescribed and published by Us
- (d) accommodating assessments by Us
- (e) being available and having direct responsibility on a day to day basis for the Business.
- (f) the technical standard of work
- (g) being conversant with the MCS 001, associated guidance material as prescribed by Us, appropriate British Standards and other Industry Codes of Practice
- (h) being proficient in the certification and reporting procedures for the range of work undertaken by the business.
- (i) safeguarding Our branded forms against loss or theft or unauthorised use
- (j) 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
- (k) having sufficient auditable managerial or supervisory responsibility for the technical standard of renewable technology requirements work
- (l) being responsible for ensuring full compliance with document control and ongoing maintenance updates of appropriate quality management systems
- (m) a suggested ratio of 1:10 e.g. one Technical Representative overseeing 10 named competent persons is recommended for demonstration of quality management

## **6. REQUIREMENTS FOR CERTIFICATION**

6.1 A Business may apply for Certification if it:

- (a) is a Business directly engaged in the design, installation, set to work and commissioning of renewable technologies
- (b) provides a physical postal address for correspondence for its Contracting Office(s); and
- (c) has documentation and records appropriate to the range and scale of work undertaken which will include associated guidance material, appropriate British Standards; other Industry Codes of Practice and prescribed forms of certification and reporting; and
- (d) has available for Assessment and can demonstrate a minimum of one installation for each technology applied for. The standard of work will conform with MCS 001, the installation standard, appropriate British Standards and other Industry Codes of Practice; and
- (e) 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; 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 and records the accuracy and consistency of all test instruments used for certification and reporting purposes; and
- (h) maintains a record of all complaints received for a minimum of 6 years or longer if contractually agreed about the technical standard of work undertaken, together with a record of the corrective action, if any, taken to resolve those complaints; and
- (i) has a documented Health and Safety policy statement and carries out risk assessments as appropriate; and
- (j) has in place the prescribed insurance to cover the range of work undertaken, including:
  - (i) at least £2million public liability insurance covering all work being undertaken or within the scope of application.
  - (ii) at least £250,000 professional indemnity insurance where the scope for application includes Periodic Inspection and Testing.

- (k) 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; and
- (l) has access to appropriate equipment, personal protective equipment and complies with all relevant Health and Safety legislation

## **7. APPLICATION ASSESSMENT**

- 7.1 The extent of Assessment will be prescribed by Us taking into account the range, scale and geographical spread of the Electrical Work carried out or managed by the Business.
- 7.2 Each proposed Technical Representative, as appropriate, will be present throughout the Assessment. The Nominee will be present for the opening and closing meetings. No other person will be present during the Assessments without the express prior agreement of Our Assessor, or Us.
- 7.3 Every applicant will:
  - (a) allow Our Assessor to complete the Assessment process 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. This will include all the items referred to in Requirements for Certification, together with such other items as may be prescribed by Us; and
  - (b) make prior arrangements with their customer for the installation Assessment to be conducted, including all relevant safe access and regress; and
  - (c) 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.
  - (d) demonstrate to the assessor that Our Forms, Trademarks, Registration Mark or Logos have not been used in any manner or for any purpose, nor will You in anyway represent yourself as being registered.
- 7.4 Any non-conformity(ies) identified during the Assessment may result in additional Assessment(s) unless the identified non-conformity(ies) can be rectified via alternative methods such as correspondence . Our decision will be final in respect of appropriate rectification of non-conformity(ies). Additional Assessments will incur fees.
- 7.5 All electronic recording devices are to be switched off for the duration of the Assessment, and it is not permitted that any part of the Assessment is recorded.
- 7.6 A completed Assessment will result in a recommendation; this will be communicated during the closing meeting(s). Any recommendation is always subject to independent review and Certification decision.
- 7.7 When requested by Us an Applicant Business will provide access and facilities to allow for the attendance of external parties such as the United Kingdom Accreditation Service (UKAS) to witness Assessments carried out by Us.
- 7.8 The duration of Assessment will depend on the number of technologies applied for and the number of installations required to be assessed.
- 7.9 Assessments will cover both quality management systems and completed installation(s) unless agreed in advance with Us to assess an incomplete installation.

## **8. CERTIFICATION**

- 8.1 When considering an application, We may at Our discretion decide to:
  - (a) grant Certification; or
  - (b) grant Certification with Defined Scope in which event the scope of work covered by these Scheme Rules will be subject to such conditions as We see fit, and which will be agreed by and notified to the Applicant; or
  - (c) defer further consideration of the application for a defined time because either insufficient work was available for Assessment or the applicant otherwise failed to meet the Requirements for Certification and/or Application Assessment. Under these circumstances a further Assessment of the Applicant may be necessary for which a charge will be payable in accordance with Our Fees and Charges; or
  - (d) reject the application.
- 8.2 An application for Certification may be cancelled by Us, 12 months from the date of the application being received if the Applicant has not complied with these Scheme Rules to enable Us to grant Certification.

- 8.3 If You have been Certified with Us previously either under a previous trading title or your current trading title, and a claim was paid out under Our Platinum Promise Warranty, You will be required to reimburse all fees incurred before registration is granted otherwise the application will be rejected.
- 8.4 When Certification is granted, the Trading Title of the Business will be included in the applicable Register(s) of Certified Businesses
- 8.5 The Certificate of Registration is issued when We have certified compliance with these Scheme Rules.
- 8.6 Certification will be effective from the date that We are satisfied that the required conditions have been met and all fees have been paid. Subject to continued compliance with these Scheme Rules and scheme requirements, the Business will remain certified.

## **9. CONDITIONS FOR CONTINUED CERTIFICATION**

- 9.1 You are eligible for continued Certification for as long as:
  - (a) We are satisfied that You continue to comply with these Scheme Rules published updated and notified, by Us to You; including increases to fees and the undertaking of surveillance requirements and
  - (b) payment of all fees is made by the due date; and
  - (c) contact information for your Business is kept up to date by You and any changes notified to Us immediately; and
  - (d) maintain records for a minimum of 6 years or longer if contractually agreed, inclusive of but not limited to; specifications, certificates, competence records and complaints.
- 9.2 The Scheme does not cover Third Party Certification; therefore, any work not undertaken by You will not be certificated by You nor notified to Us.
- 9.3 You will respond as required to compliance queries posed by Us.
- 9.4 You maintain a Consumer Code Registration compliant with the Scheme requirements
- 9.5 You maintain a sub-sub license authorising continued Registration with the MCS Scheme.
- 9.6 Should the scheme require notification of installation work applicable per technology and per installation, the contractor must adhere to these requirements.

## **10. SUB-CONTRACTING**

- 10.1 You will not sub-contract work within the scope of the Certification without first getting the agreement of the person ordering the work.
- 10.2 You will permit the Assessment of and accept full responsibility including any liability arising from work sub-contracted to another party.
- 10.3 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.

## **11. CHANGES TO CERTIFICATION**

- 11.1 You will give notice to Us of any change to the Certified Business's details. Such notice will be given immediately or within a maximum of 30 days of any such change becoming effective. Following such notification, continued Certification will be at Our discretion. Such changes include but are not limited to, changes of:
  - (a) legal constitution
  - (b) Trading Title
  - (c) address
  - (d) Nominee
  - (e) Technical representative

- (f) financial status
  - (g) other significant particulars
  - (h) declarations upon the basis of which Certification was granted
- 11.2 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 will sign an undertaking that it will comply with these Scheme Rules and accept full responsibility for the work within the scope of Certification undertaken by the previous holder of the Certification. Where a partnership is dissolved, Certification may be transferred to a new Business comprising one or more of the former partners subject to the written agreement of all the former partners.
- 11.3 Where, in Our opinion, the changes are such that the conditions under which Certification was granted are significantly affected, You will, if We so require:
- (a) make a new application for Certification; or
  - (b) make facilities available, as required by these Scheme Rules, for an additional Assessment of You to confirm continued compliance; or
  - (c) Where there is a significant change in the range of work undertaken by You, You will notify Us and, if We so require:
    - (i) make a new application for Certification; or
    - (ii) make facilities available, as required by these Scheme Rules, for an additional Assessment of You to confirm continued compliance; or
    - (iii) accept Certification with Defined Approval, in which event, the scope of Electrical Work covered by these Scheme Rules will be subject to such conditions as We see fit and which will be agreed by and notified to You.
- 11.4 Where a Nominee ceases to be employed in that capacity, You will advise Us without delay and, within 30 days of the change, provide a declaration on the form prescribed by Us to confirm that a suitable replacement has been appointed.
- 11.5 Where a Technical Representative ceases to be employed in that capacity, You will advise Us without delay and, within 30 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. A replacement Technical Representative, accepted by Us, will be employed in that capacity within 120 days of the former technical Representative ceasing to be employed in that capacity.
- 11.6 Fees and charges paid in respect of change of Certification particulars, or a transfer of Certification are non refundable.
- 11.7 Where installation work beyond the scope of Certification starts to be carried out, an application must be made to amend the scope of Certification.

## **12. SURVEILLANCE**

- 12.1 For the purpose of determining continued eligibility for Certification, You will be required to facilitate surveillance requirements as defined by Us, based on the range, scope, number of personnel and geographical spread of the work undertaken.
- 12.2 During surveillance, You will produce to Our Assessor the below and enable the assessment of the items referred to in Requirements for Certification:
- (a) a list of all MCS Installation Work completed since the previous assessment
  - (b) a list of all MCS Installation Work in progress
  - (c) make available the designs, method statements, commissioning and handover documents relating to that work
  - (d) duplicates of all prescribed forms of certification and evidence of Building Regulation compliance issued or in progress
  - (e) and any other items as prescribed by Us
  - (f) a copy of your complaints log and complaints procedure
  - (g) records for all MCS installation Work completed since the previous assessment and in progress and any other items as may, be prescribed by Us
  - (h) Evidence of competency for all individuals involved
- 12.3 The Nominee will be available for the Assessment, attending the open and closing meetings.
- 12.4 Each Technical Representative(s) being assessed will be present throughout the Assessment.



- 12.5 You will also provide facilities for such Assessments including transport and test equipment and will arrange access to the work selected for Assessment.
- 12.6 You will provide access to your records, demonstrating retention for a minimum of 6 years or longer if contractually agreed, inclusive of but not limited to; specifications, certificates, competence records and complaints.
- 12.7 The cancellation by You of two or more scheduled Assessments will lead to a review of your Certification, this could in turn lead to Suspension and/or Cancellation of Certification.
- 12.8 Where You are found not to comply with the requirements of these Scheme Rules, We will notify You of the non-conformity(ies), which may necessitate Us carrying out further Assessments. You will be responsible for your own costs and for payment of Our fees for further Assessments as may, be determined and published by Us. Where Our appointed representative identifies non-conformity(ies), You will undertake appropriate remedial action within the timescales prescribed.
- 12.9 Where You fail to provide facilities for an Assessment for which reasonable notice has been given or cancel an arranged Assessment by giving less than 21 days' notice, or fail to comply with the Requirements for Certification. You will be responsible for payment of Our fees as may, be determined and published by Us.
- 12.10 When requested by Us, You will provide access and facilities to allow for the attendance of internal and/or external parties such as the United Kingdom Accreditation Service (UKAS) to witness Assessments carried out by Us.
- 12.11 All electronic recording devices are to be switched off for the duration of the assessment and, it is not permitted that any part of the Assessment is recorded.
- 12.12 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.

### **13. SUSPENSION OF CERTIFICATION**

- 13.1 Businesses can request to suspend their Certification. This is termed voluntary suspension, this request will be reviewed against the scheme requirements prior to action and again upon request to lift this voluntary status.
- 13.2 We may, suspend with immediate effect, your Certification from the Register(s) of Certificated Businesses if it is shown to the satisfaction of Us that You have:
- (a) failed to make payment to Us of the prescribed charges as required by these Scheme Rules; or
  - (b) failed to notify Us of any change of Certification details; or
  - (c) failed to provide surveillance facilities, as required; or
  - (d) failed to accept surveillance requirements as prescribed by Us having regard to the range, scale and geographical spread of work undertaken within the scope of Certification; or
  - (e) sub-contracted work other than in accordance with these Scheme Rules; or
  - (f) failed to comply with Complaint Resolutions, including responding to communications, undertaking remedial action(s) within a specified timeframe(s), providing facilities for Site Inspection(s), reimbursing Us of costs incurred by employing another Certified Business to resolve a complaint about the technical standard of work; or
  - (g) multiple consumer complaints submitted to Us; or
  - (h) a complaint, against your Business regarding the technical standard of work undertaken by You, which causes Us concern; or
  - (i) made any wilful misrepresentation in connection with your Certification; or
  - (j) 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) carried out work below the standard required by; the standards under which Certification was granted; or
  - (l) performed any act or behaved in a manner which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
  - (m) made use of the Certificate of Registration, Trademarks, Logos or Certification Marks in a manner which, in Our opinion, is likely to bring Us or the Scheme into disrepute; or
  - (n) an inability to pay your debts as they fall due, or You suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to the Business 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 businesses' winding up for the purposes of reconstruction) and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or

- a composition, assignment or arrangement with any of its creditors; or
  - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of 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 Our opinion, changed the nature of your work or You cease to trade or if there are any changes in the ownership of your Business's which affects the conditions under which You were Certified; or
- (p) failed to appoint Personnel as required by these Scheme Rules; or
- (q) committed any other breach of the obligations imposed by these Scheme Rules; or
- (r) failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed; or
- (s) failed to maintain compliance with MCS 001, the relevant MIS standard a valid Sub-sub license or the Consumer Code
- 13.3 Before moving to Cancellation of Certification, a review will be completed by Us, once we have confirmed the Business's breach of these Scheme Rules, action will commence as advised in Cancellation of Certification.
- 13.4 A Business's Certification which is suspended will not be transferred to another Business.
- 13.5 Notwithstanding the requirements of Confidentiality and Data Protection, We may at Our discretion make public the Suspension of a Registered Business's Trading Title from the Register of Certificated Businesses and advise of the Scheme Rule(s) breached.
- 13.6 Suspension of Certification will not affect any existing rights and/or claims by Us against You and will not relieve You from fulfilling obligations accrued.
- 13.7 For whatever reason Certification is suspended, Our reputation must be protected therefore You must immediately cease all use of Certification Marks, Trademarks and Certification Logos.

## **14. CANCELLATION OF CERTIFICATION**

- 14.1 We may, at any time, remove your Trading Title from the Register(s) of Certificated Businesses if You fail to make payment of any fee(s), required by these Scheme Rules, by the due date. The decision to remove your Trading Title from the Register(s) under these Scheme Rules will be notified to You in writing and will 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 or payment is received.
- 14.2 We may, at any time, remove your Trading Title from the Register(s) of Certificated Businesses if it is shown to the satisfaction of Us that You have:
- (a) failed to notify Us of any change of Certification details, as required by these Rules; or
  - (b) failed to provide surveillance facilities, as required; or
  - (c) failed to accept surveillance requirements as prescribed by Us having regard to the range, scale and geographical spread of work undertaken within the scope of Certification; or
  - (d) sub-contracted work other than in accordance with these Scheme Rules; or
  - (e) failed to comply with Complaint Resolutions, including responding to communications, undertaking remedial action(s) within a specified timeframe(s), providing facilities for Site Inspection(s), reimbursing Us of costs incurred by employing another Certified Business to resolve a complaint about the technical standard of work; or
  - (f) multiple consumer complaints submitted to Us; or
  - (g) a complaint, against your Business regarding the technical standard of work undertaken by You, which causes Us concern; or
  - (h) made any wilful misrepresentation in connection with your Certification; or
  - (i) 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
  - (j) carried out work below the standard required under which Certification was granted; or
  - (k) performed any act or behaved in a manner which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
  - (l) made use of the Certificate of Registration, Trademarks, Logos or Certification Marks in a manner which, in Our opinion, is likely to bring Us or the Scheme into disrepute; or



- (m) an inability to pay your debts as they fall due, or You suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to the Business concerning;
  - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding a members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
  - a composition, assignment or arrangement with any of its creditors; or
  - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of 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
  - in Our opinion, changed the nature of your work or You cease to trade or if there be any change in the ownership of your Business's which affects the conditions under which You were Certified; or
- (n) failed to appoint Personnel as required by these Scheme Rules; or
- (o) committed any other breach of the obligations imposed by these Scheme Rules; or
- (p) failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed; or
- (q) failed to maintain compliance with MCS 001, the relevant MIS standard a valid Sub-sub license or the Consumer Code

- 14.3 Before deciding whether to remove your Trading Title from the Register(s) of Certificated Businesses, We will inform You of the alleged breach(s) of these Scheme Rules in writing and afford You an opportunity to offer an explanation within 14 days of the date of such notification. The review of the explanation will be made within a reasonable time following receipt, or if no such explanation is given, a decision will be made, and the removal process will continue.
- 14.4 With the exception of removal from the Register for non payment, a decision to remove your Trading Title from the Register under these Scheme Rules will be notified to You promptly in writing. After the expiration of 21 days from the date of the notification of the decision, your Trading Title will be removed from the Register(s).
- 14.5 A Certificate of Registration which is removed will not be transferred to another Business.
- 14.6 Any resignation of a Certified Business must be made to Us in writing by You.
- 14.7 Notwithstanding the requirements of Confidentiality and Data Protection, We may at Our discretion make public the removal of a Registered Business' Trading Title from the Register(s) of Certificated Businesses and advise of the Scheme Rule(s) breached.
- 14.8 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.
- 14.9 For whatever reason Certification is removed, Our reputation must be protected therefore, You must immediately cease all use of Certification Marks, Trademarks and Certification Logos.

## **15. COMPLAINT RESOLUTION**

- 15.1 When We receive a complaint alleging that the standard of work, undertaken by You and within the scope of your Certification, is below that required by the Scheme, You will co-operate with our Complaint Resolution process, including investigation, response to communications, the sharing/return of documentation, attending Site Inspections and payment of associated costs incurred within the timescales set by Us.
- 15.2 If deemed necessary, You will be expected to accept a Site Inspection from a selection of dates given to You by Us. To facilitate Our Site Inspection(s), You will need to provide transport, test equipment, access to the work to be inspected and provide all documentation relating to the work. The Qualified Supervisor or Principal Duty Holder , where appropriate, will be present at these Site Inspections. The complainant or their representative is entitled to be present during such Site Inspections, but no other person will be present without prior agreement by Us.
- 15.3 We may at Our discretion facilitate a Site Inspection without your attendance when investigating a complaint.
- 15.4 If You do not complete the required remedial action within the specified time, We may appoint another Business to undertake the remedial action and You will be liable to reimburse Us for all costs incurred.

- 15.5 We may at Our discretion appoint another business to undertake Site Inspections. Where We decide that a complaint is justified, You will be liable to reimburse Us for all costs incurred.
- 15.6 As a result of Site Inspections, it is shown to our satisfaction that the standard of your Work, included in the scope of your Certification, is below that required by the Scheme, You will at your own expense, take remedial action within the specified timescales set by Us. In addition to your own costs, You will meet Our costs, including those relating to the Site Inspections.

## ***16. USE OF OUR FORMS, TRADEMARKS, REGISTRATION MARK, LOGOS AND CERTIFICATE OF REGISTRATION***

- 16.1 You are entitled to a Certificate of Registration incorporating a Certification number, for so long as the Business is certified, to advertise that fact.
- 16.2 You will, at all reasonable times, be prepared to produce your Certificate of Registration for Assessment by Us upon request.
- 16.3 All rights, title and interest in Our Forms, Trademarks, Certification Mark and Logos including any reputation and goodwill as may accrue as a result of use of Our Forms, Trademarks, Registration Mark and Logos by You is reserved to and will belong absolutely to Us.
- 16.4 Subject to the conditions set out in these Scheme Rules, You are granted a non-exclusive licence to use Our Forms, Trademarks, Registration Mark and Logos in relation to your Certificate of Registration for as long as You remain on the Register(s).
- 16.5 You will not use Our Forms, Trademarks, Registration Mark or Logos in conjunction with any trading name other than your Trading Title registered with Us.
- 16.6 You will use Our Forms, Trademarks, Registration Mark and Logos only at the Head Office or Branches that are on the Register of Certificated Businesses. Our Forms, Trademarks, Registration Mark and Logos may not be used in connection with a Branch from which work included in the scope of your Certification is not carried out unless that Branch is registered with Us as a Non-Contracting Branch.
- 16.7 You are permitted to confirm using advertisements, Business stationery, invoices, certificates or report forms etc. bearing Our Trademarks, Registration Mark or Logos that the Business is approved by Us for work included in the scope of your Certification.
- 16.8 We may, issue further binding instructions on the Use of Our Forms, Trademarks, Registration Mark, and Logos by You. You will comply with any such instructions.
- 16.9 Our Forms will be issued only for work included in the scope of your Certification, carried out or managed by You.
- 16.10 You will safeguard all Our unused branded Forms to prevent their misuse.
- 16.11 You will notify Us in writing immediately on discovery of any loss or theft of Our Forms.

## ***17. MISUSE OF OUR FORMS, TRADEMARKS, REGISTRATION MARK, LOGOS AND CERTIFICATE OF REGISTRATION***

- 17.1 You will not issue any of Our branded Forms in respect of work included in the scope of your Certification unless You carried out the work which is the subject of the Form.
- 17.2 When offering to undertake the design, construction, inspection, testing or Certification of work not included within the scope of your Certification, You will not imply by the use of advertisements, Business stationery, invoices, certificates or report forms etc bearing Our Trademarks, Our Logos or Our Registration Mark that You are approved by Us for that work
- 17.3 If your Trading Title is removed from the Register of Certificated Businesses:
- (a) your license to use Our Forms, Trademarks, Certification Mark and Logos will cease with immediate effect; You will:
    - (i) retain no rights to use Our Forms, Trademarks, Registration Mark and Logos
    - (ii) cease all use of Our Forms, Trademarks, Registration Mark and Logos with immediate effect

- (iii) not use, display, or permit to be used or displayed any reproduction, print or replica of Our Forms, Trademarks, Registration Mark and Logos in any form or on any material
- (iv) not exhibit or allow your Certificate of Registration to be exhibited anywhere
- (v) immediately destroy your Certificate of Registration and all Our unused Forms
- (vi) not use Our Forms, Trademarks, Registration Mark or Logos in any manner or for any purpose, nor will You in anyway represent yourself as being registered

## **18. APPEALS**

- 18.1 You may make an appeal against any decision made by Us relating to Our Certification activities, excluding non-payment of fees. The grounds for appeal must be sent to Us, in writing, within 14 days of the date of the notification of the decision.
- 18.2 We will make a ruling within a reasonable time scale on the appeal submitted. No person who participated in making the decision being disputed will participate in Our consideration of your appeal.
- 18.3 If You do not accept Our ruling 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, within 28 days of the date of the notification of the ruling.
- 18.4 The appeal committee will be made up of individuals who have had no prior involvement with the decision under appeal and We will notify You of the composition of the appeal committee as soon as practical after they have been appointed.
- The appeal committee will 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; or
  - (b) reject the appeal
  - (c) in the absence of any order by the appeal committee to the contrary, each party will bear its own costs.
- 18.5 The decision of the appeal committee will be final, conclusive and binding on Us and You.

Full details of the appeals process is outlined within Our Appeals Leaflet which is available on our website or upon request.

## **19. CONFIDENTIALITY**

All information acquired and held by Us in respect of You and your Business, other than that published on the Register(s) of Certificated Businesses, will be held by Us in confidence, except as required by an accreditation body, by law, by Government, by a Scheme Owner or to confirm compliance with these Scheme Rules.

Information acquired will not be disclosed by Us to other third parties without the prior written agreement from You.

## **20. DATA PROTECTION**

- 20.1 We will handle your data in accordance with UK GDPR Legislation. Data will be stored for Certification and registration purposes.
- 20.2 We may keep and use personal data (such as contact details) about officers, the Business and employees of the Business for all purposes that We require to 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 employees.
- 20.3 Unless the Business and employees of the Business request otherwise, We may, authorise the dissemination to such persons of sales and marketing materials relating to any services that We believe would be of a legitimate interest to You. Such dissemination may 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](http://www.niceic.com)
- 20.4 We reserve the right to conduct a credit check on your Business.
- 20.5 We may share information of Our payment experiences with You, with third parties.

## **21. CONDUCT**

To provide the best service, We are committed to the wellbeing of You and Us. We expect individuals using Our brands, Our services and premises to treat others with courtesy and respect. Verbal abuse, harassment and violence towards Us and others is unacceptable and We will not hesitate to act, which could lead to prosecution and/or suspension/ cancellation of Certification/services.

## **22. LAW AND JURISDICTION**

The Certification process and the validity, construction and performance of these Scheme Rules will be governed by English Law. The invalidity or unenforceability of any provision of these Scheme Rules and conditions will not affect the validity or enforceability of any other provision, and any invalid or unenforceable provision will be severable.