

# **COMPETENT PERSON SCHEME**

## **SCHEME RULES**

### **1. INTRODUCTION**

Certsure LLP trading as NICEIC provides Third Party Certification services to Businesses that undertake Installation Work in compliance with the relevant Building Regulations in England and Wales, national standards and related Codes of Practice in the areas outlined in Schedule 3 of The Building Regulations 2010.

A Business directly carrying out Installation Work, and wishing to be assessed in accordance with these Scheme Rules to be able to self-certify 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 requirements confirming that the Business continues to comply with these Scheme Rules.

### **2. DEFINITIONS**

**In these Rules:**

**Assessment/Surveillance** means a review conducted 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 Certification.

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

**Certification Marks** means the registered Trademark 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 Branch** means a branch from which Installation Work is carried out or managed.

**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.

**Defined Approval** means Certification for a defined scope of work.

**Forms** means certificates and reports bearing the NICEIC Logo.

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

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

**Installation Work** means all works relating to an installation within the scope of Certification.

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

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

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

**Principal Duty Holder** means a person appointed by the Business who is a principal or employee of the Business and has an understanding of, and day to day responsibility for, the Health and Safety and other statutory requirements relating to the work undertaken.

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

**Registration** means the inclusion of a Business's 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.

**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 certificated, removing all trademarks and logo's while in the process.

**Trademarks** means the NICEIC logos and any other such devices as Certsure LLP may register.

**Trading Title** means the legal name of the Business.

**You** means an Applicant or a Certificated Business

### **3. APPLICATION**

3.1 You will:

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

### **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 may be payable in respect of each application for Certification and on Certification renewal.

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 and ongoing Certification are non-refundable.

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 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 Principal Duty Holder is responsible for:

- (a) 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 Installation Work carried out or managed by the Business and for the assignment of Installation Work to a Competent Person; and
- (c) ensuring that there are systems in place whereby all Installation Work 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 completed Installation Work; and
- (d) ensuring that You undertake work activity in compliance with all relevant statutory requirements; and
- (e) ultimately ensuring that the Business meets Scheme requirements; and
- (f) the supply and receipt of formal sub-contractor agreements, and ensuring that the sub-contractors performance meets Scheme requirements; and
- (g) ensuring that the Business employs sufficient Competent Persons for the scope and scale of activities for which it is certificated.

5.2 A Competent Person is responsible for:

- (a) being available and the day to day safety, technical standard and quality of the Installation Work carried out under that person's supervision; and

- (b) having basic fire safety awareness; and
- (c) fulfilling the relevant qualifications and training, including Continuing Professional Development requirements and experience prescribed and published by Us; and
- (d) accommodating Assessments by Us; and
- (e) the technical standard of work; and
- (f) being conversant with the current editions of the following:- Health and Safety Regulations, Industry associated guidance material as prescribed by Us, appropriate British Standards, Building Regulations and other Industry Codes of Practice; and
- (g) being proficient in the inspection, testing, verification, certification procedures for the range of Installation Work undertaken by You; and
- (h) safeguarding Our branded forms against loss or theft or unauthorised use; and
- (i) ensuring that results of inspection and testing are properly recorded on the appropriate prescribed forms of certification and reporting, and for reviewing and confirming that the results recorded are acceptable; and
- (j) the monitoring of all persons undertaking Installation Work and their suitability, including qualifications, training including Professional Development requirements and experience; and
- (k) ensuring that Building Regulation Compliance Certificates are issued to the appropriate parties within 30 days of completion of the Installation Work; and
- (l) adequately identifying supervision requirements appropriate to the volume and complexity of their operations, ensuring all operatives are adequately supervised with the ability to demonstrate how the ratio for supervision is determined, recorded and monitored.

## **6. REQUIREMENTS FOR CERTIFICATION**

6.1 You may apply for Certification if your Business:

- (a) is directly engaged in Installation Work; and
- (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 Installation Work undertaken which will include guidance material as prescribed by Us, appropriate British Standards and other Industry Codes of Practice and prescribed forms of certification and reporting; and
- (d) has available for Assessment sufficient Installation Work across the range carried out or managed that is of a standard acceptable to Us. This standard will be not less than that affording conformity with the Approved Documents 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 Building Regulation compliance certificates when required by the Building Regulations in England & Wales, are issued for all completed Installation Work in accordance with industry best practice within the 30 days; 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, with records demonstrating the consistency and ongoing accuracy of test instruments held or hired (not borrowed); 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, undertaken 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 £2 million public liability insurance covering all work being undertaken or within the scope of application; and
- (k) has a Principal Duty Holder and has proposed one or more Competent Persons, as may be required by Us. A Principal Duty Holder may also be a Competent Person; and
- (l) to be able to self-certify based on the scope, geographical spread and volume of Installation Work.
- (m) 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 Installation Work carried out or managed by the Business.
- 7.2 Each proposed Competent Person, as appropriate, will be present throughout the Assessment. The nominated Principal Duty Holder will be present for the opening and closing meetings. No other person will be present during the Assessment(s) without the express prior agreement of Our Assessor, or Us.

- 7.3 You will:
- (a) allow Our Assessor to complete the Assessment process by assessing the Business's test instruments, documentation, records and Installation Work completed and in progress. 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) provide to Our Assessor, a list of all Installation Work completed during the previous 12 months and of all Installation Work in progress, and make available the specifications, drawings, certificates and reports relating to that work; and
  - (c) make prior arrangements with your customer(s) for the installation Assessment(s) to be conducted, including all relevant safe access and egress; and
  - (d) 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; and
  - (e) demonstrate to Our Assessor that Our Forms, Trademarks, Certification Mark or Logos have not been used in any manner or for any purpose, nor will You in anyway represent yourself as being certificated.
- 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, 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.
- 7.8 The duration of Assessment will depend on the number of technologies applied for and the number of installations required to be assessed.

## **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 You; or
  - (c) defer further consideration of the application for a defined time because either insufficient work was available for Assessment or You otherwise failed to meet the Requirements for Certification and/or Application Assessment. Under these circumstances a further Assessment 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 You have not achieved Certification.
- 8.3 If You have been certificated with Us previously either under a previous trading title or your current trading title, and a claim was paid out under Our Platinum Promise, You will be required to reimburse all fees incurred before Certification 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 Certificated Businesses.
- 8.5 The Certificate is issued when We have confirmed 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 certificated.

## **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) records are maintained for a minimum of 6 years, or longer if contractually agreed, inclusive of but not limited to; specifications, certificates, competence records and complaints; and
  - (e) You demonstrate compliance at Surveillance, through successful Assessment outcome(s).
- 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 If, at any time, You form an additional Business undertaking Installation Work at any address, or start Installation Work from an additional address, an application will be made within 30 days for Certification of that Business or new address as a Contracting Branch.

## **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 work within the scope of Certification, that work must:
- (a) be carried out in its entirety by a Business which holds a current certificate covering the range of work sub-contracted, issued by a Certification Body accredited by UKAS to ISO/IEC 17065: 2012; or
  - (b) will be required to be self-certified only by the certificated Business that carried out that work.

## **11. CHANGES TO CERTIFICATION**

- 11.1 You will give notice to Us of any change to the certificated 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) Principal Duty Holder
  - (e) Competent Persons
  - (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 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 Installation Work undertaken by You, You will notify Us without delay and, if We 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 Installation 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 Principal Duty Holder 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 Competent Person 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 Installation Work is, and will continue to be, under the supervision of a named Competent Person. A replacement Competent Person accepted by Us\* will be employed in that capacity within 120 days of the former Competent Person ceasing to be employed in that capacity.
 

\* Acceptance may require a successful Assessment to be undertaken
- 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 or managed an application will 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 every 12 months from the Certification date, 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 Installation Work completed since the previous Assessment; and
  - (b) a list of all Installation Work in progress; and
  - (c) make available the specifications, drawings, certificates, reports, and any other relevant documents relating to that work; and
  - (d) duplicates of all prescribed forms of certification and evidence of Building Regulation compliance issued or in progress; and
  - (e) any other items as prescribed by Us; and
  - (f) a copy of your complaints log and complaints procedure; and
  - (g) evidence of competency for all individuals involved.
- 12.3 The Principal Duty Holder will be available for the Assessment, attending the open and closing meetings. No other person will be present during the Assessment without the express prior agreement of Our Assessor, or Us.
- 12.4 Each Competent Person(s) being assessed will be present throughout the Assessment.
- 12.5 You will 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 Assessor 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.

### **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 certificated 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 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 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 Certification, 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 Business's 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 certificated; 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 demonstrate compliance at Surveillance through successful Assessment outcome; or
  - (s) failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed; or
  - (t) carried out Third Party Certification or used the scheme to notify to Building Control, work not completed by the Business; or

- (u) failed to notify Us of the existence of a Contracting Office as required by these Scheme Rules or to complete Certification of that Contracting Office as required.
- 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' 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 certificated 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, a payment agreement 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 Scheme Rules; or
  - (b) failed to provide Surveillance facilities; 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 certificated 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 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 Certification, 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 Business's 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

- (n) 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' which affects the conditions under which You were certificated; or
- (o) failed to appoint Personnel as required by these Scheme Rules; or
- (p) committed any other breach of the obligations imposed by these Scheme Rules; or
- (q) failed to demonstrate compliance at Surveillance through successful Assessment outcome; or
- (r) failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed; or
- (s) carried out Third Party Certification or used the scheme to notify to Building Control, work not completed by the Business; or
- (t) failed to notify Us of the existence of a Contracting Office as required by these Scheme Rules or to complete Certification of that Contracting Office as required.

- 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(es) of these Scheme Rules in writing and afford You an opportunity to offer an explanation within 14 days of the date of 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 Certification which is removed will not be transferred to another Business.
- 14.6 Any resignation of a certificated 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 certificated 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.
- 14.10 Where your Trading Title is removed from the Register, and there are branches, We reserve the right to review the Certification of all branches.

## **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 and/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 Any remedial action identified as required must be completed within the specified time-frames at your own expense.
- 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 Should any costs be incurred by Us during complaint resolution (inclusive of delivery of site inspections, mediation, Ombudsman costs and other undertakings), You will be liable to reimburse Us.

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

- 16.1 You are entitled to a Certificate of Certification incorporating a Certification number, for so long as the Business is certificated, to advertise that fact.

- 16.2 You will, at all reasonable times, be prepared to produce your Certificate of Certification 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, Certification 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, Certification Mark and Logos in relation to your Certificate of Certification for as long as You remain on the Register(s).
- 16.5 You will not use Our Forms, Trademarks, Certification Mark or Logos in conjunction with any trading name other than your Trading Title certificated, with Us.
- 16.6 You will use Our Forms, Trademarks, Certification Mark and Logos only at the Head Office or Branches that are on the Register of Certificated Businesses. Our Forms, Trademarks, Certification 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 certificated, with Us as a Non-Contracting Branch.
- 16.7 You are permitted to use advertisements, Business stationery, invoices, certificates or report forms etc. bearing Our Trademarks, Certification Mark or Logos for work included in the scope of your Certification.
- 16.8 We may, issue further binding instructions on the Use of Our Forms, Trademarks, Certification 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, CERTIFICATION MARK, LOGOS AND CERTIFICATE OF CERTIFICATION**

- 17.1 Unless You carried out the work and it was in scope of your Certification, You will not issue any of Our branded Forms.
- 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 Certification 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, Certification Mark and Logos
    - (ii) cease all use of Our Forms, Trademarks, Certification 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, Certification Mark and Logos in any form or on any material
    - (iv) not exhibit or allow your Certificate of Certification to be exhibited anywhere
    - (v) immediately destroy your Certificate of Certification and all Our unused Forms
    - (vi) not use Our Forms, Trademarks, Certification Mark or Logos in any manner or for any purpose, nor will You in anyway represent yourself as being certificated.

## **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.

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 Guidance 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.

All Businesses must adhere to our [Code of Conduct](#).

## **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.