

# PAS2030 INSTALLER SCHEME RULES

## INTRODUCTION

NICEIC provides third party certification services to businesses that undertake installation and associated work in compliance with the UK national standard PAS 2030 specification for the installation of energy efficiency measures (EEM) in existing buildings and the 'Green Deal Code of Practice'.

An installation company of energy efficiency measures (as defined in PAS 2030), may make an application for certification by NICEIC. Where the business's resources and PAS 2030 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 confirming that the business continues to comply with these Scheme Rules.

## DEFINITIONS

### 1. In these Rules

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

**Business** means a sole trader, partnership, private limited company, public limited company, public body or other legal entity carrying out PAS 2030 Installation Work.

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

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

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

**Certsure LLP trading as NICEIC** means the board of directors of Certsure LLP.

**Competent Person** means a person, considered by the Business to possess the necessary technical knowledge, skill and experience to undertake assigned PAS 2030 Installation Work and to prevent danger and where appropriate injury.

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

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

**PAS 2030 Installation Work** means the design, construction, inspection, testing and/or handover of work falling within the scope of PAS 2030 Installation work.

**Register of Certificated Businesses** means a register of Businesses possessing a valid Certificate of Registration maintained and published by the Certification body.

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

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

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

**Sub-Contracting** means giving contractual responsibility to another Business for ensuring the PAS 2030 Installation Work complies with, and is of a standard not less than that affording conformity with the current standards.

**Trade marks** mean the NICEIC logos and any other such devices as NICEIC may register.

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

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

## APPLICATION FOR CERTIFICATION

### 2. Registration Process

- (1) A completed application form shall be submitted in respect of the Business. The principal address of the Business will be registered as the Head Office.
- (2) By applying for registration an Applicant undertakes to NICEIC that if the application is accepted, the Applicant will comply with these Scheme Rules. NICEIC agree to comply with these Scheme Rules and to notify the Business of any amendments within a reasonable time.
- (3) Extensions to the standard scope of certification may be made available by NICEIC to Businesses. Such extensions to registration shall be subject to separate application and assessment.

### 3. Application Fees and Charges

- (1) NICEIC will publish fees and charges which together with any VAT payable, shall be payable within 30 days of the day notified.
- (2) A fee shall be payable in respect of each application for registration and shall accompany the application. The fee covers the administrative cost involved in processing the application, the initial assessment of the Applicant and first year of registration.

- (3) A fee shall be payable for any additional assessments in connection with the application. All fees and charges relating to an application shall be as prescribed in accordance with Scheme Rules 3(1).
- (4) All fees and charges relating to the application will be retained by NICEIC irrespective of the outcome.
- (5) If an Applicant fails to provide facilities for an assessment visit for which the Applicant has been given reasonable notice, or cancels an arranged assessment visit by giving NICEIC less than 21 days' notice of cancellation, or fails to comply with scheme Rule 6(1), the Applicant shall be responsible for payment of NICEIC's charges.

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

- (1) A Business may apply for registration to carry out PAS 2030 Installation Work if it:
  - a) is directly engaged in PAS 2030 Installation Work; and
  - b) has premises appropriate for its Business; and
  - c) has documentation and records appropriate to the range and scale of PAS 2030 Installation Work undertaken which shall include associated guidance material prescribed by NICEIC, appropriate PAS 2030 guidance material, prescribed forms of Certification and evidence of the prescribed public liability insurance cover for the range of PAS 2030 Installation Work undertaken; and
  - d) has available for inspection sufficient PAS 2030 Installation Work across the range carried out or managed that is of a standard acceptable to NICEIC. This standard shall be not less than that affording conformity with PAS 2030 and appropriate standards and other industry codes of practice; and
  - e) has a system in place to ensure that appropriate prescribed forms of certification and claims of conformity are issued for all completed PAS 2030 Installation Work in accordance with the requirements of PAS 2030; 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 PAS 2030 Installation Work undertaken, and maintains records demonstrating the accuracy and consistency of all test instruments used for certification for the time period defined; and
  - h) has a documented health and safety policy statement and carries out risk assessments as appropriate; and
  - i) maintains a record of all complaints received about the technical standards of PAS 2030 Installation Work undertaken, together with a record of the corrective action, if any, taken to resolve those complaints.

#### **5. Personnel**

- (1) A Nominee will be responsible for:
  - a) all matters relating to registration and is the main point of contact for all communication with NICEIC.
  - b) the maintenance of the overall standard and quality of the PAS 2030 Installation Work carried out or managed by the Business and for the assignment of work to Competent Person(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 verification and reporting have been issued for all completed work.
  - d) ensuring that the Business employs sufficient Competent Persons for the scope and scale of activities for which it is registered.
- (2) A Competent Person is a person used by the Business to conduct work on behalf of the Business in compliance with PAS 2030, associated guidance material, including where appropriate: British Standards, the Green Deal Code of Practice, MCS standards and other Codes of Practice.

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

- (1) Standard route
  - a) every Applicant shall allow NICEIC's appointed representative to complete the assessment process by assessing the Applicant's test instruments, documentation, records, Management System and PAS 2030 Installation Work completed and in progress. This shall include all the items referred to in Scheme Rule 4, together with such other items as may, from time to time, be prescribed and published by NICEIC.
  - b) every Applicant shall produce to NICEIC's appointed representative a list of all PAS 2030 Installation Work completed during the previous 12 months and of all PAS 2030 Installation Work in progress and scheduled to be completed, and make available specifications, drawings, certificates and reports relating to that work.
  - c) every Applicant shall provide facilities for such assessments, including transport, tools, plant, test equipment and access to its place of Business and to the PAS 2030 Installation Work carried out or managed by the Business.
  - d) the Nominee shall be present throughout the opening and closing meetings during the assessment. At installation assessment an appropriate Competent Person is required to be present. No other persons shall be present during the assessment visit without the express prior agreement from NICEIC.
  - e) when requested by NICEIC, an Applicant shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.
- (2) MCS 023 route
  - a) every Applicant shall allow NICEIC's appointed representative to complete the assessment process by assessing the Applicant's test instruments, documentation, records, Management System and PAS 2030 Installation Work completed and in progress. This shall include all the items referred to in Scheme Rule 4, together with such other items as may, from time to time, be prescribed and published by NICEIC.
  - b) every Applicant shall produce to NICEIC's appointed representative a list of all PAS 2030 Installation Work completed during the previous 12 months and of all PAS 2030 Installation Work in progress, and make available specifications, drawings, certificates and reports relating to that work.
  - c) every Applicant shall provide facilities for such assessments, including transport, tools, plant, test equipment and access to its place of Business and to the PAS 2030 Installation Work carried out or managed by the Business.

- d) the Nominee shall be present throughout the opening and closing meetings during the assessment. At installation assessment an appropriate Competent Person is required to be present. No other persons shall be present during the assessment visit without the express prior agreement from NICEIC.
- e) when requested by NICEIC, an Applicant shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.

## **7. Appraisal of Application**

- (1) When considering an application NICEIC may at its discretion decide to:
  - a) grant registration; or
  - b) defer allowing further consideration the application for a period because either insufficient PAS 2030 Installation Work was available for assessment or the Applicant otherwise failed to meet the requirements of 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
  - c) reject the application.
- (2) An application for Registration may be cancelled by NICEIC 12 months after the date of the application being received if the Applicant has not complied with Scheme Rules 4,5 and 6 so as to enable NICEIC to grant registration.

## **REGISTRATION**

### **8. Effect of Registration**

- (1) When registration is granted, the Trading Title of the Business shall be included on the applicable Register(s) of Certificated Businesses.
- (2) Registration shall be effective from the date that NICEIC are satisfied that the required conditions have been met. Subject to continued compliance with these Scheme Rules, registration shall subsist without renewal until 12 months after the date of initial registration is granted.
- (3) No Business is permitted to hold more than one registration number for each of NICEIC's trading brands.

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

- (1) You are entitled to a Certificate of Registration incorporating a registration number and to advertise that fact.
- (2) You shall at all reasonable times be prepared to produce your Certificate of Registration for assessment by NICEIC's appointed representative.
- (3) All right, title and interest in NICEIC's Trade Marks including any reputation and goodwill as may accrue as a result of use of NICEIC's Trade Marks by You is reserved to and shall belong absolutely to NICEIC.
- (4) Subject to the conditions set out in these terms, You are granted a non-exclusive license to use the applicable Trade Marks and Registration Marks in relation to PAS 2030 Installation Work for as long as You remain on the Register(s) of Certificated Businesses.
- (5) You may use the words NICEIC PAS 2030 Installer as relevant to the scope of Registration granted by NICEIC and only in conjunction with your Trading Title registered with NICEIC.
- (6) When you offer to undertake the design, construction, inspection or certification of PAS 2030 Installation Work, you are permitted to confirm by the use of advertisements, Business stationery, invoices, certificates and the like bearing NICEIC's Trade Marks, registration marks or by use of branded forms that You are registered by NICEIC for work included within the scope of your Registration.
- (7) NICEIC may, from time to time, issue further binding instructions on the use of Trade Marks and Registration marks by You. You shall comply with any such instructions.
- (8) Branded forms shall be issued only for PAS 2030 Installation Work carried out or managed by You.
- (9) You shall safeguard all branded forms so as to prevent their misuse.
- (10) You shall notify NICEIC in writing immediately on discovery of any loss or theft of branded forms.

### **10. Conditions for Continued Registration**

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

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

- (1) You shall give written notice to NICEIC of any change of legal constitution, Trading Title, address, Nominee or other significant particulars or declarations upon the basis of which certification was granted. Such notice shall be given within 30 days of any such change becoming effective. Following such change, continued registration shall be at NICEIC's discretion.
- (2) Where, notwithstanding a change of legal constitution or Trading Title, You remain unchanged in all other material respects, NICEIC may at its discretion grant a transfer of certification. The Business to which certification is transferred shall sign an undertaking that it will comply with the Scheme Rules and accept full responsibility for the PAS 2030 Installation Work undertaken by the previous holder of the Certificate of Registration. Where a partnership is dissolved, certification may be transferred to a new Business comprising one or more of the former partners subject to the written agreement of all the former partners.

- (3) Where in the opinion of NICEIC the changes are such that the conditions under which certification was granted are significantly affected, You shall, if NICEIC so requires:
  - a) make a new application for certification; or
  - b) make facilities available, as required by Rule 12, for an additional assessment of your Business to be made to confirm continued compliance with these Scheme Rules.
- (4) Where there is a significant change in the range of PAS 2030 Installation Work undertaken by You, You shall notify NICEIC without delay and, if NICEIC so requires:
  - a) make a new application for certification; or
  - b) make facilities available, as required by Rule 12, for an additional assessment of You to be made to confirm continued compliance with these Scheme Rules.
- (5) Where a Nominee ceases to be employed in that capacity, You shall advise NICEIC without delay and within 30 days of the change, provide a declaration on the form prescribed by NICEIC to confirm that a suitable replacement has been appointed.
- (6) Fees and charges paid in respect of change of registration particulars or transfer of registration are not refundable.

## **12. Surveillance**

- (1) For the purpose of determining your continued eligibility for registration, You shall undergo surveillance at such times as NICEIC require.
- (2) During surveillance, You shall produce to NICEIC's appointed representative a list of all PAS 2030 Installation Work completed since the previous assessment and of all PAS 2030 Installation Work in progress and make available the designs, method statements, commissioning and handover documents relating to that work. You shall permit NICEIC's appointed representative to assess the items referred to in Scheme Rule 4, duplicates of all prescribed forms of certification issued, all PAS 2030 Installation Work completed since the previous assessment and in progress and any other items as may, from time to time, be prescribed and published by NICEIC. You shall also provide facilities for such assessments including transport and test equipment, and shall arrange access to the PAS 2030 Installation Work selected for assessment. The Nominee and appropriate Competent Persons shall be present for the assessment in accordance with Rule 6 (1)d.
- (3) The extent of surveillance shall be prescribed by NICEIC having regard to the range, scale and geographical spread of the PAS 2030 Installation Work undertaken.
- (4) Where You are found not to comply with these Scheme Rules, NICEIC shall notify You of the non-conformances, which may necessitate NICEIC carrying out further assessments. You shall be responsible for your own costs and for payment of NICEIC charges for further assessments as published by NICEIC. Where NICEIC's appointed representative identifies non-conformances You shall undertake appropriate corrective action.
- (5) Where You fail to provide facilities for an assessment visit for which reasonable notice has been given, or cancel an arranged assessment by giving less than 21 days' notice, or fails to comply with Scheme Rule 6(1)d, You shall be responsible for payment of NICEIC charges as published by NICEIC.
- (6) When requested by NICEIC, You shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.

## **13. Sub-contracting**

- (1) You shall not sub-contract PAS 2030 Installation Work without first informing the person ordering the work.
- (2) You shall permit the assessment of and accept full responsibility including any liability arising under Scheme Rule 14 for PAS 2030 Installation Work sub-contracted to another party.
- (3) Where You sub-contract PAS 2030 Installation Work, that work shall be undertaken by a Certified Business that is registered with a PAS 2030 Competent Person Scheme Operator accredited by UKAS.

## **14. Complaint Resolution**

- (1) Where a complaint is received by NICEIC alleging that the standard of PAS 2030 installation Work undertaken by You is below that required by Scheme Rule 4(d), You shall provide facilities for inspections to be carried out, including test equipment and access to the work to be inspected. You shall provide documentation relating to the work and the Nominee currently responsible for the work shall be present throughout these inspections. The complainant or their representative is entitled to be present during such inspections but no other person shall be present without the express prior written agreement of NICEIC.
- (2) Where as a result of such inspections it is shown to NICEIC's satisfaction that the standard of PAS 2030 Installation Work is below that required by Scheme Rule 4(d) You shall, at your own expense, take remedial action within the specified time. In addition to your own costs You shall meet NICEIC's costs, including those relating to the inspections, as published by NICEIC.
- (3) If You do not take such remedial action within the specified time, NICEIC may appoint another Certified Business to undertake the remedial action and You shall be liable to reimburse NICEIC for all costs incurred.
- (4) NICEIC may at its discretion appoint another Certificated Business to provide facilities for inspections to be carried out, and/or to undertake any necessary remedial work. Where NICEIC decides that a complaint is justified, the Business responsible for the work complained about shall be liable to reimburse NICEIC for all costs incurred.

## **15. Suspension of Registration**

- (1) NICEIC may, suspend with immediate effect, your Trading Title from the register held with NICEIC and Green Deal Oversight and Registration Body, if You have shown to the satisfaction of the NICEIC that You have:
  - a) failed to notify NICEIC of any change of legal constitution, Trading Title or other title, addresses, Nominee, as required by Scheme Rule 11(1); or

- b) failed to make payment to NICEIC of the prescribed charges as required by Scheme Rule 3 and 10; or
  - c) failed to provide surveillance facilities, as required by Scheme Rule 12(2); or
  - d) failed to accept assessments to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of PAS 2030 Installation Work undertaken, as required by Scheme Rule 12(3); or
  - e) sub-contracted work other than in accordance with Scheme Rule 13; or
  - f) failed to provide facilities for a Complaint Inspection to be carried out in connection with a complaint, as required by Scheme Rule 14(1); or
  - g) failed to take corrective action in connection with a complaint within a specified timescale, as required by Scheme Rule 14(2); or
  - h) failed to reimburse NICEIC costs incurred in employing another Certificated Business to resolve a complaint about the technical standard of PAS 2030 Installation Work as required by Scheme Rules 14(3) and 14(4); or
  - i) made any wilful misrepresentation in connection with your registration, 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 PAS 2030 Installation Work, of faulty or unsuitable materials or by faulty design or workmanship; or
  - k) have carried out PAS 2030 Installation Work below the standard required by Scheme Rule 4(d); or
  - l) have performed any act which, in the opinion of NICEIC, is contrary or prejudicial to NICEIC's objectives or reputation; or
  - m) made use of the Certificate of Registration or NICEIC's Trade Marks, Logos or Registration Marks in a manner which, in the opinion of NICEIC, is likely to bring NICEIC into disrepute; or
  - n) are unable, or admit inability, to pay your debts as they fall due, or suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:
    - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding a members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
    - a composition, assignment or arrangement with any of your creditors; or
    - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of You or any of your assets; or
    - the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of You or any other agreement or arrangement having similar effect; or
    - any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within 7 days; or
  - o) in the opinion of NICEIC the nature of your work has changed or You shall cease to trade or if there be any change in the ownership of your Business' Trading Title which affects the conditions under which You were registered; or
  - p) failed to appoint a replacement Nominee as required by Scheme Rule 4(j) and Scheme Rule 11(6); or
  - q) committed any other breach of the obligations imposed by these Scheme Rules.
- (2) Notwithstanding Scheme Rule 17, NICEIC may at its discretion make public the suspension of your Trading Title from the Register of Certificated Businesses and the Scheme Rule(s) breached.

## 16. Cancellation of Registration

- (1) NICEIC may, at any time, remove your Trading Title from the Register of Certificated Businesses if You fail to make payment of the prescribed annual registration fee, as stated in Scheme Rule 10(1), or any other fees required by these Scheme Rules, within 30 days of the due date. The decision to remove your Trading Title from the Register of Certificated Businesses under this Scheme Rule shall be notified to You in writing by email or registered post and shall be deemed to become effective at the expiration of 14 days after the recorded date of the communication unless a satisfactory explanation for the non-payment is received by email or registered post within that time.
- (2) NICEIC may, at any time, remove your Trading Title from the Register of Certificated Businesses if You have:
- a) failed to notify NICEIC of any change of legal constitution, Trading Title or other title, addresses, Nominee, as required by Scheme Rule 11(1); or
  - b) failed to make payment to NICEIC of the prescribed charges as required by Scheme Rule 3 and 10; or
  - c) failed to provide surveillance facilities, as required by Scheme Rule 12(2); or
  - d) failed to accept assessments to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of PAS 2030 Installation Work undertaken, as required by Scheme Rule 12(3); or
  - e) sub-contracted work other than in accordance with Scheme Rule 13; or
  - f) failed to provide facilities for a Complaint Inspection to be carried out in connection with a complaint, as required by Scheme Rule 14(1); or
  - g) failed to take corrective action in connection with a complaint within a specified timescale, as required by Scheme Rule 14(2); or
  - h) failed to reimburse NICEIC costs incurred in employing another Certificated Business to resolve a complaint about the technical standard of PAS 2030 Installation Work as required by Scheme Rules 14(3) and 14(4); or
  - i) made any wilful misrepresentation in connection with your registration, 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 PAS 2030 Installation Work, of faulty or unsuitable materials or by faulty design or workmanship; or
  - k) carried out PAS 2030 Installation Work below the standard required by Scheme Rule 4(d); or
  - l) performed any act which, in the opinion of NICEIC, is contrary or prejudicial to NICEIC's objectives or reputation; or
  - m) made use of the Certificate of Registration or NICEIC's Trade Marks, Logos or Registration Marks in a manner which, in the opinion of NICEIC, is likely to bring NICEIC into disrepute; or
  - n) are unable, or admit inability, to pay your debts as they fall due, or suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:
    - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding a members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
    - a composition, assignment or arrangement with any of your creditors; or
    - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of You or any of your assets; or

- the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of You or any other agreement or arrangement having similar effect; or
  - any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within 7 days; or
- o) in the opinion of NICEIC the nature of your work has changed or You shall cease to trade or if there be any change in the ownership of your Business' Trading Title which affects the conditions under which You were registered; or
  - p) failed to appoint a replacement Nominee as required by Scheme Rule 4(j) and Scheme Rule 11(6); or
  - q) committed any other breach of the obligations imposed by these Scheme Rules.
- (3) Before deciding whether or not to remove your Trading Title from the Register of Certificated Businesses in accordance with Scheme Rule 15(2) NICEIC shall inform You of the alleged breach(es) of the Scheme Rule(s) in writing by email or registered post, and afford You an opportunity to offer an explanation in writing by email or registered post within 21 days of the date of such Notification. The decision shall be made within a reasonable time following receipt of any such explanation, or if no such explanation is given within a reasonable time, following the expiry of the 21 day period, your Trading Title will be removed from the register.
  - (4) With the exception of removal from the Register of Certificated Businesses under Scheme Rule 16 (1), a decision to remove your Trading Title from the Register of Certificated Businesses under these Scheme Rules shall be notified to You promptly in writing by email or registered post. A decision to remove your Trading Title from the Register of Certificated Businesses will be implemented from the date of the Notification of the decision.
  - (5) The registration of a Certificated Business which is cancelled under Scheme Rule 15 shall not be transferred to another Business.
  - (6) Any resignation of a Certified Business must be made to NICEIC by You.
  - (7) Notwithstanding Scheme Rule 17, NICEIC may at its discretion make public the removal of your Trading Title from the Register of Certificated Businesses and the Scheme Rule(s) breached.

## 17. Appeals

- (1) You may make an appeal against any decision made by NICEIC to refuse your application for registration or to cancel your registration as a registered installer, excluding non-payment of fees. The grounds for appeal must be sent to NICEIC, in writing, by Royal Mail signed for service, within 14 days of the date of the notification of the decision.
- (2) NICEIC shall make a ruling within a reasonable time scale on the appeal submitted. No person who participated in making the decision being disputed shall participate in NICEIC's consideration of your appeal.
- (3) If You do not accept NICEIC's ruling in 16(2) above, You may make a final written appeal which will be heard by an appeals committee. The appeal and grounds for appeal including all supporting documentation must be sent to NICEIC, by Royal Mail signed for service, within 28 days of notification of the ruling.
- (4) The appeal committee shall be made up of individuals who have had no prior involvement with the decision under appeal and 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 NICEIC and You.

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

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

- (1) You shall not issue NICEIC branded forms in respect of PAS 2030 Installation Work unless You have carried out the work which is the subject of the branded form.
- (2) When offering to undertake the design, construction, inspection, testing or certification of PAS 2030 Installation Work not included within the scope of your registration You shall not imply by the use of advertisements, Business stationery, invoices, certificates or report forms and the like bearing NICEIC's Trade Marks, Logos or Registration Marks that you are approved by NICEIC for that work.
- (3) If your Trading Title is removed from the Register of Certificated Businesses, your licence to use NICEIC's Trade Marks and Registration Marks under Scheme Rule 9(4) will cease with immediate effect and You will retain no rights in NICEIC Trade Marks or Registration Marks. You shall immediately cease all use of NICEIC Trade Marks and Registration Marks and, in particular, You shall not use or display or permit to be used or displayed any reproduction, print or replica of NICEIC Marks or Registration Marks in any form or on any material whatsoever.
- (4) If your Trading Title is removed from the Register of Certificated Businesses You shall not exhibit or cause the Certificate of Registration (or any copy) to be exhibited anywhere.
- (5) If your Trading Title is removed from the Register of Certificated Businesses You shall immediately destroy the Certificate of Registration and all unused branded forms.
- (6) No Business whose Trading Title has been removed from the Register of Certificated Businesses or is otherwise not certificated shall use NICEIC Trade Marks, Logos or Registration Marks in any manner or for any purpose whatsoever, nor shall it in any way represent itself or its Business as being registered.

## ***CONFIDENTIALITY***

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

## ***DATA PROTECTION***

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

## ***PROFESSIONAL CONDUCT***

In order to provide the best service NICEIC are committed to the wellbeing of its customers and employees. NICEIC expect individuals using its services and premises to treat others with courtesy and respect. Verbal abuse, harassment and violence towards its employees is unacceptable and NICEIC will not hesitate to take action which could lead to prosecution and/or removal of certification/services.

## ***LAW AND JURISDICTION***

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