

# NICEIC MCS Installer Scheme Rules

## Introduction

NICEIC provides certification services to enterprises which undertake installation work in compliance with the MCS Installer Certification Scheme Requirements and related codes of practice. It does so under license from the scheme administrator.

The scope of the scheme includes the supply, design, installation, set to work and commissioning of specific renewable technologies in line with NICEIC's UKAS accreditation, details of which can be obtained from [www.microgenerationcertification.org](http://www.microgenerationcertification.org) or by contacting NICEIC directly. An installation company (as defined in MCS 001) of technologies covered by the Microgeneration Installer Certification Scheme may apply for certification of its enterprise by NICEIC. Any such application shall be governed by these rules.

Following an assessment NICEIC shall certify the enterprise as meeting the requirements of these Rules and grant said enterprise a licence to use the MCS Certification Mark on its standard terms.

Any use by the enterprise of the MCS Certification Mark shall be governed by the licence between the enterprise and NICEIC, these Rules and the regulations from time to time filed by the Secretary of State with the UK Intellectual Property Office in relation to the MCS Certification Mark.

Certification is maintained and held in force through surveillance visits and satisfactory completion of all scheme requirements, confirming the enterprise continues to comply with the requirements of the scheme.

## Definitions

### 1. In these Rules:

**Applicant** means a potential enterprise applying for certification.

**Assessment** means a visit conducted by an Approved NICEIC Assessor conducting an audit against all applicable standards including MCS 001.

**Assessor(s)** means an individual or a team appointed by Certsure to deliver the assessment service; these persons may be directly employed either on a full or part-time basis or associates of Certsure.

**Branch** means a place of business of the Enterprise, other than the Head Office, and includes all subsidiaries undertaking Installation Work.

**Brand Guidelines** means the document entitled "MCS Brand Guidelines" set out on the MCS website.

**Certificate of Certification** means a certificate awarded by NICEIC.

**Certification Logo** means a logo comprising the certification mark, the NICEIC mark and the words "Approved Installer".

**Certification Mark** means the mark consisting of two integrated elements, a word mark "MCS" and heart-shaped image.

**Competent Person** means a person who, possessing the necessary technical knowledge, skill and experience for the nature of the work undertaken.

**Contracting Address** means a place of business from which an Enterprise carries out or manages installation work.

**Enterprise** means a sole trader, partnership, private limited company, public limited company, public body or other legal entity carrying out installation work.

**Head Office** means the principal place of business of an Enterprise.

**Installation Company** means an organisation that is responsible for all of the following activities: supply, design or design review, installation set to work and commissioning microgeneration systems and technologies.

**Installation Work** means the design, construction, inspection, testing and/or maintenance of work falling within the scope of MCS 001.

**MCS Approved Installer** means an enterprise that has been certified by NICEIC in accordance with these Rules.

**MCS Scheme administrator** means Gemserv Limited

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

**NICEIC Forms** means forms of certification and reporting bearing NICEIC's Logo.

**NICEIC Mark** means the letters "NICEIC", with "NIC" in red with "EIC" in black all on a white background.

**Nominee** has the meaning ascribed to it in Rule 5.1.

**Notification by NICEIC** means communications to a MCS Approved Installer or Applicant Installer company.

**Register of Approved Installers** means the register of Enterprises possessing a valid Certificate of Certification maintained and published by NICEIC.

**Rules** means these NICEIC MCS Installer Scheme Rules as amended from time to time in accordance with rule 2.2

**Scheme** means the MCS installer register.

**Sub licence** means an agreement between NICEIC and an enterprise; authorising the enterprise to use the MCS Certification Mark. A pro-forma authorised user licence is available from NICEIC on request and/or is published on the NICEIC website at [www.niceic.com](http://www.niceic.com).

**Technical Representative** has the meaning ascribed to it in Rule 5.2.

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

## Application for Certification

### 2. Method of Application

- (1) Applications for the certification of enterprises shall be made by submission of an application form which is available from NICEIC on request and/or is published on NICEIC's website at [www.niceic.com](http://www.niceic.com).
- (2) By applying to have an enterprise certified an Applicant undertakes to NICEIC that if the application is accepted, the Applicant will comply with these Rules and the scheme requirements. NICEIC agrees to comply with these Rules and the scheme requirements and to notify enterprises of any amendments to these Rules within a reasonable time. Any amendments to the Regulations are to be notified to the enterprises in accordance with the Regulations.
- (3) Extensions to the scope of registration may be made available by NICEIC to approved installers. Such extensions to certification shall be subject to separate application and assessment.

### 3. Payment of Application Fees and Charges

- (1) A fee shall be payable in respect of each application for the certification of a technology and shall accompany the application.
- (2) The principal address of the enterprise will be registered as the Head Office. An application shall be submitted in respect of the Head Office. A separate application shall be submitted for each subsequent Technical Representative working either at the Head Office or subsequent Contracting branches. Each application will require separate inspections. The Rules will apply to the Head Office and each Branch with equal validity.
- (3) The initial application fee covers the administrative cost involved in processing the application and the initial review.
- (4) The fee covers the administrative cost involved in processing the application and the initial assessment of the applicant. The requirement by NICEIC for any additional assessment in connection with an application will necessitate the payment of an additional charge. All fees and charges shall be as prescribed in accordance with as per NICEIC's standard fee sheet.

(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 twenty one days' notice of cancellation, or fails to comply with the Rule 6, the applicant shall be responsible for payment of NICEIC's charges from time to time determined and published by NICEIC.

(6) All fees and charges payable pursuant to these Rules, other than those stated to be subject to separate quotation, shall be as per NICEIC's standard fee sheet from time to time as available from NICEIC on request and/or published on NICEIC's website at [www.niceic.com](http://www.niceic.com). All fees and charges are payable within 30 days of the date of invoice and will be retained by NICEIC irrespective of the outcome of the application.

#### 4. Requirements for Registration

(1) NICEIC will certify an enterprise if all of the following requirements are met. The applicant enterprise:

(a) is an installation company.

(b) can demonstrate a minimum of one installation within the appropriate technology being applied for. The standard of work shall be not less than that affording conformity with MCS 001, the installation standard, appropriate British Standards and other Industry Codes of Practice.

(c) has premises appropriate for its contracting address(es).

(d) has documentation and records appropriate to the range and scale of work undertaken which shall include associated guidance material, appropriate British Standards; other Industry Codes of Practice and prescribed forms of certification and reporting.

(e) has evidence of the prescribed public liability insurance cover for the range of work undertaken.

(f) has a system in place to ensure appropriate prescribed forms of certification and reporting are issued for all completed installation work in accordance with the requirements of the scheme.

(g) uses only Competent Persons to carry out work who are adequately and appropriately supervised.

(h) has test instruments appropriate to the range and scale of work undertaken, maintains and records the accuracy and consistency of all test instruments used for certification and reporting purposes.

(i) has a written health and safety policy statement and carries out risk assessments as appropriate.

(j) has access to appropriate equipment, personal protective equipment and complies with all relevant health & safety legislation.

(k) maintains a record of all complaints received about the technical standard of work undertaken, together with a record of the remedial action, if any, taken to resolve those complaints.

(l) has appointed a Nominee and has proposed one or more Technical representatives, as may be required to comply with the scheme requirements. An applicant's proposed Nominee may also be a Technical Representative.

#### 5. Personnel

(1) Nominee

(a) a Nominee is a person appointed by the enterprise who is a principal or employee of the enterprise having an understanding of, and day to day responsibility for, MCS compliance, health and safety and other statutory requirements relating to the work undertaken.

(b) the Nominee is responsible for:

- i. all matters relating to registration and is the focal point for all communication with NICEIC
- ii. the maintenance of the overall standard and quality of the installation work carried out or managed by the enterprise and for the assignment of work to the Technical Representative(s).
- iii. ensuring that there are systems in place whereby all work undertaken is carried out by Competent Persons who are adequately and appropriately supervised, and that the appropriate prescribed forms of certification and reporting have been issued for all completed work.

(2) Technical representative

(a) a Technical Representative is a person, proposed by the enterprise and subject to acceptance and inspection by NICEIC, who:

- i. has day to day responsibility for the safety, technical standard and quality of the work carried out under that person's supervision.
- ii. has had at least 2 consecutive years managerial or supervisory responsibility for the technical standard of installation work.
- iii. satisfies the training and/or experience requirements from time to time prescribed and published by NICEIC.
- iv. is conversant with the MCS 001, associated guidance material as prescribed by NICEIC, appropriate British Standards and other Industry Codes of Practice.
- v. is well versed in the certification and reporting procedures for the range of work undertaken by the enterprise.
- vi. ensures that results of inspection and testing are properly recorded on the appropriate prescribed forms of certification and reporting, and reviews and confirms the results for acceptability.
- vii. is responsible for ensuring full compliance with document control and ongoing maintenance updates of appropriate quality management systems
- viii. a suggested ratio of 1:10 e.g. one Technical representative overseeing 10 named competent persons is recommended for demonstration of quality management.

(3) Competent Person

(a) a Competent Person is a person used by the enterprise to conduct work on its behalf in compliance with MCS 001, associated guidance material, appropriate British Standards and other Codes of Practice. Numerous methods of demonstrating competence are available to the enterprise.

#### 6. Application Assessment

(1) The assessment will be conducted in accordance with the standard MCS 001 and the relevant MIS documents, sufficient evidence must be demonstrated of compliance with current building regulations and applicable standards.

(2) Assessments will cover both quality management systems and completed installation(s) unless agreed in advance with NICEIC to inspect an incomplete installation.

(3) The duration of assessment will depend on the number of technologies applied for and the number of installations required to be visited.

(4) Any non-conformity(ies) identified during the assessment visit may instigate a subsequent assessment visit unless the identified non-conformity(s) can be rectified via correspondence. NICEIC's decision will be final in respect of appropriate rectification of non-conformity(ies). Additional visits will incur an additional charge as stated on the NICEIC Fee Sheet.

(5) Every applicant enterprise shall permit NICEIC's appointed Assessor to visit its place of business to commence the assessment process.

(6) Every applicant enterprise shall make prior arrangements with their customer for the installation assessment to be conducted, including all relevant safe access and regress.

(7) The nominee and the proposed Technical representative(s) shall be present throughout the opening and closing meetings during the assessment. Only the Technical representative is required to be present for the installation assessment. No other persons shall be present during the assessment visit without the express prior written agreement from NICEIC.

(8) A completed assessment visit will result in a recommendation, this result will be communicated during the closing meeting and subsequently in written correspondence. Any recommendation is always subject to independent review and certification decision.

(9) When requested by NICEIC an applicant enterprise shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessment by NICEIC.

(10) The applicant enterprise shall provide all appropriate facilities for the assessment, including transport, tools, plant and test equipment in safe working order.

- (11) Any transport, tools, plant or test equipment deemed to be in an unserviceable or unsafe condition by the approved NICEIC Assessor will result in termination of that assessment visit and fees will still be payable in full.

## 7. Appraisal of Application

- (1) When considering an application the NICEIC may at its discretion decide to
  - (a) grant certification; or
  - (b) grant certification with Defined Approval, in which event the scope of installation work covered by this Rule will be subject to such conditions as NICEIC sees fit and which shall be agreed by and notified to the applicant in writing; or
  - (c) defer further consideration of the application for a period because either insufficient installation work was available for inspection 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 Rule 3; or
  - (d) reject the application.
- (2) An application for registration may be cancelled by NICEIC 12 months after the date of the application if the applicant has not complied with these Rules.

## Registration

### 8. Effect of Registration

- (1) The certificate of certification is issued when NICEIC has certified compliance with these Rules.
- (2) When an enterprise is certified, NICEIC will submit the details of the installation company to MCS for listing on the MCS website.
- (3) The certification will be effective from the date when NICEIC is satisfied that the required conditions have been met and all fees have been paid. Subject to continued compliance with the Rules the enterprise shall remain certified. An annual fee is payable in order to maintain registration.
- (4) Unless there are any material changes to either scope of registration, nominee or Technical Representative or on-going compliance with these Rules is maintained, no additional certificate shall be issued.
- (5) Certificates of registration remain the property of NICEIC, if on-going compliance with these Rules is breached the certificate of registration must be returned to NICEIC or destroyed, the NICEIC will notify Gemserv for removal of said enterprise from the MCS website listings.
- (6) When registration is granted, the Trading Title of the MCS Approved Installer shall be included on the register.
- (7) Upon request an approved installer shall produce to NICEIC a list of all work completed during the previous 12 months and of all work in progress and make available the specifications, drawings, certificates and reports relating to that work.
- (8) Should the scheme require notification of installation works applicable per technology and per installation, the approved installer must adhere to these requirements.

### 9. Use of Certification Mark and Certification Logo

- (1) An MCS Approved Installer is entitled to a Certificate of Certification incorporating a Certificate Number and, for so long as they are registered, to advertise that fact.
- (2) An MCS Approved Installer shall at all reasonable times be prepared to produce its Certificate of Certification for inspection by NICEIC's Assessor.
- (3) NICEIC is the owner or licensee of the NICEIC's Trade Marks. 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 an MCS Approved Installer is reserved to and shall belong absolutely to NICEIC.

- (4) Subject to the conditions set out in the Rules, an Approved Installer is granted a non-exclusive license to use NICEIC's Trade Marks and NICEIC's Registration Mark in relation to work for as long as it remains on the Register. Approved Installers are not authorised to use NICEIC's Logo.
- (5) An MCS Approved Installer may use the words NICEIC MCS APPROVED INSTALLER only in conjunction with its Trading Title registered with NICEIC.
- (6) An MCS Approved Installer shall not use NICEIC's Trade Marks or NICEIC's Certification Mark in conjunction with any trading name other than its Trading Title registered with NICEIC.
- (7) An MCS Approved Installer shall use NICEIC's Trade Marks, NICEIC's Certification Mark and NICEIC Forms only at the Head Office that are on the Register.
- (8) An MCS Approved Installer offering to undertake the design, construction, inspection or certification of installation work, is permitted to confirm registration by the use of advertisements, business stationery, invoices, certificates or report forms etc. bearing NICEIC's Certification Mark.
- (9) An MCS Approved Installer may use NICEIC Forms that cover the scope of the work for which that enterprise has been approved to operate by NICEIC.
- (10) NICEIC may from time to time issue further binding instructions on the use of NICEIC's Certification Mark by MCS Approved Installers. MCS Approved Installers shall comply with any such instructions. The enterprise and all persons within must at all times preserve the reputation and integrity of the NICEIC, they must not engage in any activity or practice which may result in public criticism of the NICEIC.
- (11) Notwithstanding certification decision an enterprise shall make no use of the certification mark or the certification logo until it has entered into an authorised user licence. All restrictions and conditions contained in the authorised user licence in relation to the certification mark also apply to the certification logo and the NICEIC mark comprised within it, save that in relation to the NICEIC mark, references to the brand guidelines shall be to the brand guidelines for the NICEIC mark, as NICEIC shall from time to time issue and/or on NICEIC's website at [www.niceic.com](http://www.niceic.com).
- (12) The enterprise shall at all times use the certification mark and the certification logo in accordance with its authorised user licence, the regulations and the brand guidelines.
- (13) NICEIC has no responsibility for ensuring the registration of the certification mark and the enterprise shall have no claim against NICEIC for any such failure to register. NICEIC does not give any warranties to the enterprise regarding the certification mark or the certification logo or their use.
- (14) In the event that registration is terminated or expired any certificates shall be returned to NICEIC. Immediate removal of the certification mark and certification logo from any business premises, stationery and advertisements must take place. The enterprise must take all reasonable steps to prevent misleading claims regarding the scope of work they are currently certificated.

### 10. NICEIC Forms

- (1) NICEIC Forms shall be issued only for work carried out or managed by the issuing MCS Approved Installer.
- (2) An MCS Approved Installer shall safeguard all unused NICEIC Forms so as to prevent their unauthorised use.
- (3) An MCS Approved Installer shall notify NICEIC in writing immediately on discovery of any loss or theft of NICEIC Forms.

### 11. Conditions for Continued Registration

- (1) An MCS Approved Installer is eligible for continued certification for as long as:
  - (a) NICEIC is satisfied that it continues to comply with the requirements of the Rules published from time to time by NICEIC; and
  - (b) payment of the fees are made within 30 days or by the due date.

(c) if, at any time, an MCS Approved Installer forms an additional enterprise undertaking installation work at any address, or starts installation work from an additional address, an application shall be made without delay for registration of that enterprise. Registration of each Contracting Branch shall be completed within a period specified by NICEIC.

(d) continuing compliance with the Rules.

## 12. Change of Registration Particulars or Transfer of Registration

- (1) An MCS Approved Installer shall give written notice to NICEIC of any change of legal constitution, Trading Title, address, Nominee, Technical Representative or other significant particulars or declarations upon the basis of which certification was granted. Such notice shall be given within thirty days of any such change becoming effective. Following such change, continued certification shall be at the discretion of NICEIC.
- (2) Where, notwithstanding a change of legal constitution or Trading Title, an MCS Approved Installer remains unchanged in all other material respects, NICEIC may at its discretion grant a transfer of registration. The enterprise to which registration is transferred shall sign an undertaking that it will comply with the Rules and accept full responsibility for the work undertaken by the previous holder of the Certificate of Certification. Where a partnership is dissolved, registration may be transferred to a new enterprise 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 registration was granted are significantly affected, the MCS Approved Installer shall, if NICEIC so requires:
  - (a) make a new application for certification; or
  - (b) make facilities available, as required by Rule 13, for an additional inspection of the MCS Approved Installer to be made to confirm continued compliance with the Rules
- (4) Where there is a significant change in the range of work undertaken by an MCS Approved Installer, the MCS Approved Installer shall notify NICEIC and, if NICEIC so requires:
  - (a) make a new application for registration; or
  - (b) make facilities available, as required by Rule 13, for an additional inspection of the MCS Approved Installer to be made to confirm continued compliance with the Rules; or
  - (c) accept registration with Defined or reduced Approval in which event the scope of work covered by this Rule will be subject to such conditions as NICEIC sees fit and which shall be agreed by and notified to the MCS Approved Installer.
- (5) Where installation work beyond the scope of registration starts to be carried out, an application shall be made to amend the scope of registration.
- (6) Where a Nominee ceases to be employed in that capacity, the MCS Approved Installer shall advise NICEIC without delay and, within thirty days of the change, provide a declaration on the form prescribed by NICEIC to confirm that a suitable replacement has been appointed.
- (7) Where a Technical Representative ceases to be employed in that capacity, the MCS Approved Installer shall advise NICEIC without delay and, within 5 days of the change, provide a declaration on the form prescribed by NICEIC to confirm that all work is, and will continue to be, under the supervision of a named Competent Person within 60 Days. A replacement Technical Representative, accepted by NICEIC, shall be employed in that capacity within 120 days of the former Technical Representative ceasing to be employed in that capacity.
- (8) Fees and charges paid in respect of change of registration particulars or transfer of registration are not refundable.

## 13. Surveillance Visits

- (1) For the purpose of determining on going compliance with MCS Installer Scheme Rules an MCS Approved Installer shall undergo surveillance visits, normally at annual intervals, or at such times as NICEIC shall require.

- (2) Prior to confirmation of surveillance date, if requested, an MCS Approved Installer shall supply NICEIC with a list of all work completed since the previous assessment and of all work in progress. An MCS Approved Installer shall permit NICEIC to assess the items referred to in Rule 4, and reporting issued, all work completed since the previous assessment and in progress and any other items as may from time to time be prescribed and published by NICEIC. It shall also provide facilities for such assessments including transport and test equipment, and shall arrange access to the work selected for assessment. The Nominee and each Technical Representative shall be present for the assessment in accordance with Rule 6.7. During the surveillance visit the Technical Representative shall demonstrate compliance with Rule 5 (2)
- (3) In addition, during the surveillance visit the NICEIC Assessor will sample evidence of any building work notifications and/or MID notifications carried out since the last NICEIC assessment. Failure to demonstrate sufficient evidence of correct notification(s) will result in a non-conformance being issued.
- (4) The extent of assessment shall be prescribed by NICEIC having regard to the range, scale and geographical spread of the work undertaken.
- (5) Where an MCS Approved Installer is found not to comply with the requirements of the Rules, NICEIC shall notify it of the non-compliances, which may necessitate NICEIC carrying out further assessments. The MCS Approved Installer shall be responsible for its own costs and for payment of NICEIC's charges for further assessments as may from time to time be determined and published by NICEIC. Where NICEIC's assessor identifies non-compliances the MCS Approved Installer shall undertake appropriate remedial action.
- (6) Where an MCS Approved Installer fails to provide facilities for an assessment for which reasonable notice has been given, or cancels an arranged assessment by giving less than twenty one days' notice, or fails to comply with Rule 13, the MCS Approved Installer shall be responsible for payment of NICEIC's charges as may from time to time be determined and published by NICEIC.
- (7) When requested by NICEIC, an MCS Approved Installer shall provide access and facilities to the United Kingdom Accreditation Service (UKAS) to witness assessments by NICEIC.

## 14. Sub-contracting

- (1) An MCS Approved Installer shall not Sub-contract work without first informing the person ordering the work.
- (2) An MCS Approved Installer shall permit the assessment of and accept full responsibility including any liability for work sub-contracted to another party.
- (3) Where an MCS Approved Installer sub-contracts installation work, that work must:
  - (a) be carried out by an enterprise able to demonstrate the necessary competence in the range of work being Sub-contracted. Sufficient formal evidence must be retained by the MCS Approved Installer for subsequent inspection by NICEIC.
  - (b) any work Sub-contracted must have an appropriate formal Sub-contract agreement between the MCS Approved Installer and the enterprise to which the work was Sub-contracted in accordance with the requirements of MCS001 and the appropriate MIS standard.
  - (c) be subject to the appropriate sample assessments by the MCS approved Installer, in accordance with MCS 001.

## 15. Special Inspection

- (1) Where a complaint is received by NICEIC alleging the standard of work is below that required by the installation standard, building regulations and these Rules, the MCS Approved Installer responsible for the work shall provide facilities for inspections to be carried out; facilities may be inclusive of transport, test equipment and access to the work to be inspected. The MCS Approved Installer shall provide documentation relating to the work, the Technical Representative currently responsible for the work and the Nominee, where appropriate, shall be present throughout these inspections. Where the MCS Approved Installer is unable to attend the inspection or fails to accommodate requests, the inspection shall be completed, with any results requiring remedial

action decided, in their absence. 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 the satisfaction of NICEIC that the standard of the work is below that required by the installation standard, building regulations or these Rules, the MCS Approved Installer shall, at its own expense, take remedial action within the specified time as notified to it by NICEIC. In addition to its own costs it shall meet such of NICEIC's costs, including those relating to the inspections, as may from time to time be determined and published by NICEIC.
- (3) If the MCS Approved Installer does not take such remedial action within the specified time as notified to it by NICEIC, NICEIC may appoint another MCS Approved Installer to undertake the remedial action and the original MCS Approved Installer shall be liable to reimburse NICEIC for all costs incurred.
- (4) NICEIC may at its discretion appoint another MCS Approved Installer 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 MCS Approved Installer responsible for the work complained about shall be liable to reimburse NICEIC for all costs incurred.

## 16. Suspension of Certification

- (1) NICEIC may, suspend with immediate effect, an Approved MCS Installer's certification, from the register held with NICEIC and MCS, if the enterprise has shown to the satisfaction of the NICEIC that it has:
  - (a) failed to maintain compliance with MCS 001, the relevant MIS standard or the Consumer Code; or
  - (b) failed to notify NICEIC of the existence of a contracting address as required by Rule 11; or
  - (c) it has failed to notify NICEIC of any change of legal constitution, Trading Title or, addresses or Nominee or Technical Representative, as required by Rule 12; or
  - (d) it has failed to make payment to NICEIC of the prescribed charges as required by Rule 3; or
  - (e) it has failed to provide surveillance visit facilities, as required by Rule 13; or
  - (f) it has failed to accept assessments to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of work undertaken; or
  - (g) it has sub-contracts work other than in accordance with Rule 14; or
  - (h) it has failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Rule 15; or
  - (i) it has failed to take remedial action in connection with a complaint within a specified timescale, as required by Rule 15; or
  - (j) it has failed to reimburse NICEIC's costs incurred in employing another approved MCS Installer to resolve a complaint about the technical standard of work as required by Rule 15; or
  - (k) it has made any wilful misrepresentation in connection with its registration; or
  - (l) it has culpably or negligently created, or caused to be created, a risk to life or limb or a serious hazard through the use, in work, of faulty or unsuitable materials; or by faulty design or workmanship; or
  - (m) it has carried out work below the standard required by Rule 4; or
  - (n) it has performed any act which, in the opinion of NICEIC, is contrary or prejudicial to the objectives or reputation of NICEIC; or
  - (o) it has made use of the Certificate of Certification or Certification Logo or Certification Mark in a manner which, in the opinion of NICEIC, is likely to bring NICEIC or the MCS Scheme into disrepute; or
  - (p) it is unable or admits inability to pay its debts as they fall due, or suspends making payment on any of its debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:

- (i) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
- (ii) a composition, assignment or arrangement with any of its creditors; or
- (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of it or any of its assets; or
- (iv) the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of it or any other agreement or arrangement having similar effect; or
- (v) any attachment, sequestration, distress or execution that affects any of its assets and is not discharged within seven days; or

- (q) in the opinion of NICEIC the nature of its work has changed or it shall cease to trade or if there be any change in the ownership of its business which affects the conditions under which it was certified; or
- (r) it has failed to appoint a replacement Nominee as required by Rule 12; or

- (s) it has failed to employ a Technical Representative, as required by Rule 12; or

- (t) it has committed any other breach of the obligations imposed by these Rules.

- (u) has failed to provide evidence of the correction of a non-conformity within the timescale prescribed

- (2) Before moving to cancellation of Registration a review will be completed, once NICEIC have confirmed the organisations breach of these Rules, action will be commenced as advised in rule 17 (3).
- (3) The registration of a MCS Approved Installer which is suspended shall not be transferred to another enterprise.
- (4) Notwithstanding Rules 19 and 20, NICEIC may at its discretion make public the suspension of a MCS Approved Installer's Trading Title from the Register and advise of the Rule(s) breached.
- (5) Suspension of registration will not affect any existing rights and/or claims that NICEIC may have against the MCS Approved Installer or Applicant and will not relieve the MCS Approved Installer or Applicant from fulfilling their obligations accrued.
- (6) For whatever reason certification is suspended the reputation of NICEIC must be protected therefore the MCS Approved Installer or Applicant must immediately cease all use of Certification Marks and Certification Logos.
- (7) The MCS Approved Installer or Applicant must take all reasonable steps to prevent any misleading of third parties as to the status of their current registration.

## 17. Cancellation of Registration

- (1) NICEIC may, at any time, remove an MCS Approved Installer's Trading Title from the Register if the MCS Approved Installer fails to make payment of the prescribed fees, as required by Rule 3, or any other fees required by these Rules, within thirty days of the date notified to it. The decision to remove an MCS Approved Installer's Trading Title from the Register under this Rule shall be notified to it in writing and shall be deemed to become effective at the expiration of fourteen days after the recorded date of dispatch of the letter unless a satisfactory explanation for the non-payment or payment is received within that time.
- (2) NICEIC may, at any time, remove an MCS Approved Installer's Trading Title from the Register if it be shown to the satisfaction of NICEIC that:
  - (a) it has failed to maintain compliance with MCS 001, the relevant MIS standard or the Consumer Code; or
  - (b) it has failed to notify NICEIC of the existence of a contracting address as required by Rule 11 or to complete certification of that contracting address; or

- (c) it has failed to notify NICEIC of any change of legal constitution, Trading Title or other title, addresses, Nominee or Technical Representative, as required by Rule 12; or
- (d) it has failed to make payment to NICEIC of the prescribed charges as required by Rule 3; or
- (e) it has failed to provide surveillance visit facilities, as required by Rule 13; or
- (f) it has failed to accept assessments to the extent prescribed by NICEIC having regard to the range, scale and geographical spread of work undertaken, as required by Rule 13; or
- (g) it has sub-contracts work other than in accordance with Rule 14; or
- (h) it has failed to provide facilities for a Special Inspection to be carried out in connection with a complaint, as required by Rule 15; or
- (i) it has failed to take remedial action in connection with a complaint within a specified timescale, as required by Rule 15; or
- (j) it has failed to reimburse NICEIC's costs incurred in employing another MCS Approved Installer to resolve a complaint about the technical standard of work as required by Rule 15; or
- (k) it has made any wilful misrepresentation in connection with its registration; or
- (l) it has culpably or negligently created or caused to be created a risk to life or limb or a serious hazard through the use, in work, of faulty or unsuitable materials or by faulty design or workmanship; or
- (m) it has carried out work below the standard required by Rule 4; or
- (n) it has performed any act which, in the opinion of NICEIC, is contrary or prejudicial to the objects or reputation of NICEIC; or
- (o) it has made use of the Certificate of Registration or Certification Logo or Certification Mark in a manner which, in the opinion of NICEIC, is likely to bring NICEIC into disrepute; or
- (p) it is unable or admits inability to pay its debts as they fall due, or suspends making payment on any of its debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning: the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or 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 it or any of its assets; or the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of it or any other agreement or arrangement having similar effect; or any attachment, sequestration, distress or execution that affects any of its assets and is not discharged within seven days; or
- (q) in the opinion of NICEIC the nature of its work has changed or it shall cease to trade or if there be any change in the ownership of its business which affects the conditions under which it was certified; or
- (r) it has failed to appoint a replacement Nominee as required by Rule 12; or
- (s) it has failed to employ a Technical Representative or an appropriate number of Technical Representatives or failed to take the required action, as required by Rule 12; or
- (t) it has committed any other breach of the obligations imposed by these Rules.
- (3) Before deciding whether or not to remove an MCS Approved Installer's Trading Title from the Register NICEIC shall inform the MCS Approved Installer of the alleged breach(s) of the Rules, and afford it an opportunity to offer an explanation within twenty-one days of the date of such notification. The decision shall be made within a reasonable time following receipt of any such explanation, or if no such explanation is given following the expiry of the twenty-one day period.
- (4) A decision to remove an MCS Approved Installer's Trading Title from the Register under this Rule shall be notified to the MCS Approved Installer promptly. A decision to remove an MCS Approved Installer's Trading Title from the Register shall not be implemented until after the expiration of twenty-one days from the date of the notification of the decision.
- (5) The registration of an MCS Approved Installer which is removed shall not be transferred to another enterprise.
- (6) Notwithstanding Rules 19 and 20, NICEIC may at its discretion make public the removal of an MCS Approved Installer's Trading Title from the Register and the Rule(s) breached.
- (7) Termination of registration will not affect any existing rights and/or claims that NICEIC may have against the MCS Approved Installer or Applicant and will not relieve the MCS Approved Installer or Applicant from fulfilling their obligations accrued prior to termination.
- (8) For whatever reason certification is removed the reputation of NICEIC must be protected therefore the MCS Approved Installer or Applicant must immediately cease all use of Certification Marks and Certification Logos.
- (9) The MCS Approved Installer or Applicant must take all reasonable steps to prevent any misleading of third parties as to the status of their current registration.
- (10) Should the MCS Approved Installer wish to cancel their certification with the NICEIC they must submit the request in writing and any fees paid or owed will not be refundable.

## 18. Appeals

- (1) An enterprise ('the appellant') may make written representations to NICEIC against any decision of NICEIC to refuse the appellant's application for registration or to remove its Trading Title from the Register other than a decision to remove made pursuant to Rule 3 (non-payment of fees). Such written representations setting out the grounds upon which they are made shall be served on NICEIC, by recorded delivery, within fourteen days of the date of the notification of the decision.
- (2) No person who participated in making the decision being disputed shall participate in NICEIC's consideration of the appellant's representations. NICEIC shall rule on the appellant's representations within a reasonable time and shall promptly communicate its ruling, containing a short statement of reasons, to the appellant.
- (3) If the appellant does not accept NICEIC's ruling, it may make a final appeal by sending NICEIC written notice of appeal setting out the grounds upon which the appeal is made and having annexed to it copies or particulars of all documents and other evidence to be relied upon at the hearing of the appeal. Such notice shall be sent to NICEIC by recorded delivery so as to arrive at NICEIC's registered office within twenty-eight days of the date of recorded dispatch of the ruling, and the notice shall be accompanied by such monetary deposit as NICEIC may from time to time prescribe. If no appeal is made in accordance with this Rule, the appellant will be deemed to have accepted NICEIC's ruling.
- (4) The appellant's appeal shall be heard by an Appeal Committee of three persons drawn from NICEIC's Appeals Panel, whose members shall be appointed for such period as the NICEIC shall determine. The Appeal Committee shall be appointed shall comprise one member of the Board (who shall act as chairman of the Appeal Committee) and two persons who are not members of the Board. No member of the Appeal Committee shall have had any prior involvement with or any other vested interest in the decision under appeal. NICEIC shall notify the appellant of the composition of the Appeal Committee by recorded delivery as soon as practicable after the Appeal Committee has been appointed, and the appellant shall have the right within fourteen days after receipt of such notification to object to the composition of the Appeal Committee by giving NICEIC written notice by recorded delivery of the grounds for such objection. The grounds for such objection shall be referred to the Chairman whose decision thereon (which shall be final) shall be notified to the appellant as soon as practicable after it is made by recorded delivery.

- (5) As soon as the composition of the Appeal Committee has been finalised, NICEIC shall give the appellant a minimum of twenty-eight days' notice, sent by recorded delivery of the date, place and time of the hearing of the appeal. NICEIC and the appellant shall each provide to the other all papers upon which it intends to rely at the hearing of the appeal not less than seven days before the hearing of the appeal.
- (6) The hearing of the appeal will be held in private unless the appellant requests that it be held in public. Subject to the Rules, the Appeal Committee shall have power to regulate its own practice and procedure, and the chairman of the Appeal Committee shall have power to extend any period within which anything is required to be done. The Appeal Committee shall have the power to consider all the evidence available when the decision appealed against was made and any new evidence and to call witnesses. The appellant shall be given a full and fair opportunity of being heard and of calling witnesses and cross examining any other witnesses testifying before the Appeal Committee and shall be allowed to appear in person or to be represented by solicitors or counsel or any other person.
- (7) 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) make such order for the payment of the costs of the appeal as it thinks fit.
- (8) The sum deposited pursuant to Rule 18(3) shall be applied in such manner as the Appeal Committee may decide. In the absence of any order by the Appeal Committee to the contrary, each party shall bear its own costs.
- (9) The decision of the Appeal Committee shall be final and conclusive and shall be binding on NICEIC and the appellant. The decision, which shall include a brief statement of reasons, shall be communicated in writing to both the appellant and NICEIC as soon as practicable after it is made.

## 19. Confidentiality

- (1) All information, acquired and held by NICEIC in respect of an enterprise, other than that published in the Register, shall be held by NICEIC in confidence and, except as required by an accreditation body, by law, by these Rules or to confirm compliance with the Rules, shall not be disclosed by NICEIC to any third party (other than UKAS, MCS and the SOS) without the prior written agreement of the enterprise concerned.

## 20. Data Protection

- (1) NICEIC will handle your data in accordance with the Data Protection Act 1998. Data will be used for certification and registration purposes.
- (2) NICEIC may keep and use personal data (such as contact details) about officers and employees of MCS Approved Installers for all purposes that NICEIC requires properly to maintain the Register and to ensure compliance with the Rules, including, but not limited to, the disclosure to third parties of the identity of such officers and employees.
- (3) Unless the MCS Approved Installer, its officers or employees request otherwise, NICEIC may from time-to-time authorise the dissemination to such persons by letter, fax, email or other methods of communication 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 it.
- (4) NICEIC reserve the right to conduct a credit check on your business where credit facilities are requested.

## 21. Law and Jurisdiction

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

## 22. Professional Conduct

In order to provide the best service, NICEIC is committed to the wellbeing of our customers and staff. We expect those accessing our services and premises to treat others with the courtesy and respect they would expect to receive themselves. Verbal Abuse, Harassment and Violence are unacceptable. In the event of any of these occurring, NICEIC will not hesitate to take action which could lead to prosecution and the removal of certification/services.

## Useful Contact Details

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