

# Rules for certification of members of Competent Person Schemes



## Introduction

NAPIT Certification offers certification of enterprises carrying out work that may be self-certificated in terms described in Schedule 3 of the Building Regulations 2010 (as amended), more generally known as Competent Person Schemes (CPS). The main scheme requirements are documented in the publication “Minimum Technical Competence for Work Undertaken Through Competent Person Schemes Approved Under Schedule 3 of the Building Regulations (England and Wales)” (hereafter referred to as the MTC document). The scope of the scheme is as described in the Building Regulations and as summarised at <https://www.gov.uk/building-regulations-competent-person-schemes> and is indicated by the areas of work indicated on the NAPIT application form.

The current version of the MTC document is published on the website [www.summitskills.org.uk](http://www.summitskills.org.uk) or can be obtained by contacting NAPIT.

## 1. Application for certification or extending scope

- 1.1 Application for certification (or for extending the scope of certification) must be made by submitting a fully completed and signed application form NA/MAR1 (and any information referenced on the application form).
- 1.2 Fees must be paid as required as shown on the application form.
- 1.3 Applications will be reviewed and may be declined prior to assessment in which case NAPIT will inform the applicant of the reasons.

## 2. Assessment

- 2.1 The assessment will be conducted in accordance with the MTC document Section 3.
- 2.2 Assessment will cover both company requirements and an inspection of installation work (completed or in progress) reflecting the scope of certification sought. For enterprises with no more than 10 operatives and operating from a single Contracting Office a single site for each aspect of the scope of work will be considered sufficient, applicants with more than 10 operatives and/or operating from multiple Contracting Offices will be advised of a suitable assessment programme specific to their circumstances.
- 2.3 Technically competent individuals must be present during the assessment of installation work. The Contact Person identified on the application form must be available to discuss the intent and result of the assessment.
- 2.4 The duration of assessments will depend on the scope of certification applied for and the sites required to be visited to acquire sufficient evidence of compliance.
- 2.5 If non-conformities are found during assessment further visits may be required to clear them unless they are of a nature that can be addressed by correspondence.
- 2.6 An assessment may result in a recommendation to certificate, but this recommendation is always subject to independent review and a certification decision.

### **3. Certification & Listing**

- 3.1 Certification will be demonstrated by the issue of a NAPIT certificate indicating the scope of approval and the expiry date of the certification.
- 3.2 All certificate holders will be listed via the NAPIT website.
- 3.3 In addition, certificate holders will be registered under the Building Regulations and will be listed on the national website [www.competentperson.co.uk](http://www.competentperson.co.uk) and NAPIT will provide details to the site administrator to enable this. Certificate holders in England and Wales not wanting to be on the Competent Persons Register should inform NAPIT of this in writing.
- 3.4 Certification covers the activities of the certificate holder. If work within the scope of certification is subcontracted the certificate holder must ensure that subcontractors are competent to carry out the work they are subcontracted to do.

### **4. Maintaining Certification**

- 4.1 Continuing certification is subject to satisfactory surveillance assessments which are conducted annually (or to an agreed risk-based timescale). Complaints and/or evidence of non-compliant work could also result in additional surveillance which may be required at the certificate holder's cost.
- 4.2 NAPIT will issue new certificates on the expiry of certification subject to prior payment and ongoing surveillance.

### **5. Ending Certification**

- 5.1 Certification may end by the failure of a certificate holder to pay any fees arising, by the certificate holder voluntarily withdrawing from the scheme, or as a result of non-conformities being identified during surveillance assessments or via the investigation of complaints. Certification may end in the event that the Terms and Conditions in clause 7 are not fulfilled.
- 5.2 If the ending of certification is as a result of a decision by NAPIT, the certificate holder will be informed of the reasons in writing.
- 5.3 In the event that certification is terminated or expired, the certificate holder shall return any certificate that has not expired to NAPIT, shall remove all uses of the NAPIT Certification Mark, shall refrain from claiming certification or membership or the scheme and shall take all reasonable steps not to make misleading claims regarding the scope of work that had been covered by certification.
- 5.4 The reasons for ending certification will be made available to other parties in accordance with clause 7.9 below; this is a condition of government authorisation.

### **6. Appeals**

- 6.1 Assessed companies can appeal against any decision of NAPIT in respect of their application or certification.

### **7. Terms and Conditions**

- 7.1 You are granted a non-exclusive licence to use the NAPIT Certification Mark (combining the NAPIT logo and the UKAS National Accreditation Symbol) and NAPIT trademarks in relation to the NAPIT Scheme(s) and in accordance with any guidance that we may provide; provided that such use is limited to the scope of your Certification. Your right to use the NAPIT Certification Mark and our trademarks will continue until certification is terminated in accordance with clause 7.4 below.
- 7.2 You must comply with any guidance provided by NAPIT and in particular the Brand Identity Guidelines. You must at all times preserve the reputation and integrity of the NAPIT Scheme(s). You must not engage in any activity or practice which may result in public criticism of us or our Scheme(s). You must not make any misleading claims regarding your certification scope or status.

- 7.3 You must use best endeavours to promote awareness of NAPIT to consumers and the trade.
- 7.4 Certification may be terminated by immediate written notice to you if:
- 7.4.1 you cease to participate in our Scheme(s), by failing to renew your membership with NAPIT or your membership is either suspended or revoked;
  - 7.4.2 you go into liquidation or an administrative receiver or receiver and manager or administrator is appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors;
  - 7.4.3 you commit a breach of these Terms and, following our disciplinary processes, we conclude that this licence should be withdrawn;
  - 7.4.4 you challenge the validity of our trademarks.
- 7.5 Certification is subject to you complying with the conditions of NAPIT Registration.
- 7.6 Termination 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 which accrued prior to termination.
- 7.7 If for whatever reason Certification is terminated, to protect the reputation of NAPIT and ensure its continued operation:
- 7.7.1 you must comply with clause 5.3 above and immediately cease use of our trademarks;
  - 7.7.2 you must not purport to be certificated or make false claims regarding certification.
- 7.8 NAPIT may enjoy the benefit and enforce the terms of [these Terms] [Clause 7.6] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 7.9 NAPIT will handle your data in accordance with the Data Protection Act 1998. Data will be used for certification and registration purposes and your details may be shared with central and local government departments or government appointed scheme operators if it is relevant to your scope of Certification. NAPIT Certification Ltd will share your data within the NAPIT Group of companies.

## **8. Rules Relating to Self-Certification under the Building Regulations (England and Wales)**

- 8.1 NAPIT's authorisation under the Building Regulations 2010 allows members who are approved for types of work covered in Schedule 3 of the Building Regulations 2010 (as amended) to self-certify compliance with the Building Regulations for that installation in England and Wales. This means that instead of the requirement for informing a Building Control Body (usually the local authority) prior to the work commencing, the requirements can be met by notifying NAPIT of the installation. On receipt of the notification NAPIT automatically update the local authority and issue a Building Regulations Compliance Certificate to you or your customer.
- 8.2 Notifications on the system must be made within 21 days of the installation date. There is a statutory limit of 30 days in the Building Regulations and a failure by the member to notify within 21 days would mean that NAPIT could not guarantee that this statutory requirement would be met.
- 8.3 Information submitted on the system must be accurate regarding the location and nature of work being notified and the customer details submitted.
- 8.4 The system is based on an account balance which must be in credit to allow notification.
- 8.5 It is your responsibility to ensure that you only notify work that is included on your Certificate of Approval.

# Competent Person Schemes