

# NAPIT Scheme Rules

Covering Scheme Certification and/or Registration



## Introduction and Scope

The scope of these scheme rules covers the installer certification and registration activities of NAPIT Certification Ltd and NAPIT Registration Ltd (NAPIT). This includes some activities which are covered by UKAS accreditation, authorisation under the Building Regulations, or other licenses and authorisations (as detailed in Annex A). These Scheme Rules are limited to installation schemes and do not cover the activities of Corporate, Duty Holder, Associate or Student Members of NAPIT.

## Policy Statements

NAPIT is committed to providing certification and registration services in a non-discriminatory and impartial manner. Nothing in these Rules or NAPIT's operational procedures should impede or inhibit access to the scheme other than to ensure compliance with requirements and confidence in the certification and/or registration granted.

## 1. Terminology

Accreditation	The UKAS accreditation of NAPIT Certification Ltd, the scope of which is published at <a href="http://www.ukas.com">www.ukas.com</a>
Agreement	This document constitutes a legally binding agreement between NAPIT and the Company. The Agreement may be amended at any time and without notice by NAPIT although NAPIT commits to providing notice where possible. These rules do not take precedence over the requirements of Regulations and normative Scheme documents relating to certification or registration.
Authorisation	Authorisation of NAPIT Registration Ltd, as detailed in Schedule 3 and Schedule 3A of the Building Regulations 2010 (as amended).
Authorised Representative	A Director, Partner or Owner of the Company, or person authorised to act on their behalf, who is authorised to apply for initial certification/ registration or subsequent changes (see Nominated Representative).
Company	The legal entity subject to these rules and thus including sole traders, partnerships, limited companies and other corporate entities. Also referred to at various times as member (in the context of member of a scheme), applicant, approved installer, approved contractor, approved inspector, certificate holder, employer.
Evaluation	The method by which conformity with scheme requirements is verified which can include some or all of documentation review, assessment/auditing of systems and records, assessments of individual competence, assessment/inspection of installation work.
Fees	Those fees identified within application forms, at <a href="http://www.napit.org.uk">www.napit.org.uk</a> or as communicated directly to the Company.
License	The legal agreement between the Company and a Scheme or Certification Mark Owner (government or other), see clause 8.
Nominated representative	The individual with direct, day-to-day responsibility for complying with these Rules (in some documents referred to as the Principal Duty Holder).
Rules	The requirements and provisions set out in this document, as distinct from scheme requirements described in Scheme Documents.
Scheme	One or more activity or groups of activities subject to certification or registration, as detailed in Annex A.
Scheme Documents	The detailed requirements to be met for certification or registration against a scheme, as detailed in Annex A.
Technically Competent Individual(s)	One or more individuals employed by the Company who meet the competence requirements required by Scheme Documents and who will be available to NAPIT during any evaluation relevant to their particular competence.

## **2. Application for initial certification or extensions to scope**

- 2.1 Application for certification (or for extending the scope of certification) must be made by submitting a fully completed and signed set of application forms (including any supplementary sheets identified on the forms). Current application forms are available on the NAPIT website.
- 2.2 The Company shall not make any false claims by entry or omission of information required by the application form(s). By signing the form, the Company's Authorised Representative agrees that they have read, understood and agree on behalf of the Company to abide by these Rules and the provisions of every document referred to herein. If any changes arise after the submission of the application form the Company shall inform NAPIT of this in writing.
- 2.3 In signing the application form (including any application to transfer certification) the Company enters into a legally binding Agreement as detailed in this document.
- 2.4 Some application scopes may require additional information to be submitted. This may be submitted with the application or be subject to later receipt.
- 2.5 Fees for application and initial assessment must be paid in advance. The fee calculations make assumptions from information provided on the application forms. The Company recognises that if the assumptions about the extent of work that can be seen on an assessment visit prove incorrect, NAPIT may have to conduct additional assessments which shall be charged for. Such additional charges will be quoted to the Company before assessment visits are arranged. If the amount of effort calculated for the arrangement, conduct and processing of assessments proves to be more than that needed in practice NAPIT may refund any saved amount to the Company or offer credit on future services.
- 2.6 NAPIT reserves the right to charge non-standard fees for exceptional situations (for example where a Company indicates that they have multiple offices or large numbers of operatives or subcontractors, or a complex scope of certification is required, or travel is required that is not covered by the normal fee rate. Where this is the case NAPIT will provide the Company with a quotation which must be formally accepted before the application can proceed to assessment.
- 2.7 Applications will be reviewed on receipt. If further information is requested this must be provided in order for the application to proceed. NAPIT may need to clarify the scope of application or resolve differences in understanding regarding scope, standards or any scheme requirements before proceeding with the application and the applicant must cooperate with NAPIT if this is the case.
- 2.8 If the applicant ceases to communicate with NAPIT, the application may be archived. This will not prevent the application recommencing at a later date although additional steps may be necessary to bring applicant details up to date.
- 2.9 NAPIT may decline the application prior to assessment (this may be related to information about the applicant or NAPIT's capability to provide the service) in which case NAPIT will inform the applicant of the reasons and refund the fees with the exception of the non-refundable application fee element (subject to clause 10).
- 2.10 The application and evaluation process may be affected by existing certification issued by NAPIT or another certification body to the applicant or a related organisation (such as a supplier, subcontractor or company related to the applicant), in which case both the existing certification and its impact shall be identified prior to evaluation. The evaluation may include validation of any assumptions made if such an approach is taken.
- 2.11 NAPIT may carry out a credit check on the Company (or the individual in the case of a sole trader business).
- 2.12 NAPIT may close one or more schemes to new applicants at its discretion provided that applicants have access to other scheme providers for the same service.

## **3. Evaluation**

- 3.1 Evaluation will be carried out in accordance with relevant Scheme Documents (Annex A). Where initial evaluation of practical technical competence is carried out in a controlled or simulated environment (e.g. as defined in the Conditions of Authorisation), certification will be conditional upon the Company informing NAPIT when the first job providing a representative sample of work is available for an on-site assessment to take place.

- 3.2 The scope of evaluation activities will reflect the scope of certification sought and may comprise some or all of: review of documentation supplied; auditing of company systems, procedures and records; evaluation of operative competence; inspection of site work either in progress or complete (site work may include installation, commissioning, testing, inspecting).
- 3.3 Prior to evaluation the Company will be issued with a programme indicating: timings (dates, start times, duration), location(s), expected activities at each location, and individuals required to be present. The Company is responsible for informing NAPIT if any aspect of the proposed programme is incorrect, is not as expected, or needs amendment.
- 3.4 The Company must ensure that all necessary arrangements for the evaluation are in place, including, as relevant: access to documentation/records, equipment, sites, clients, personnel and subcontractors.
- 3.5 Cancelled evaluation visits are subject to charging of additional Fees.
- 3.6 The Company must accept the attendance of any NAPIT personnel necessary to conduct the evaluation or any related quality control or monitoring of NAPIT personnel by others, including third parties who may be evaluating NAPIT. NAPIT personnel may be employed, subcontracted or outsourced but in all cases act under NAPIT's authority and responsibility. Any concerns regarding personnel appointed to conduct evaluation activities should be addressed in writing to the NAPIT Quality Manager.
- 3.7 Technically competent individuals must be present during the inspection of installation related work. The Nominated Representative identified to NAPIT must be sufficiently available to discuss the purpose and outcome of the evaluation. Where an evaluation relates to a complaint or investigation NAPIT reserves the right to conduct an inspection without representatives of the Company being present.
- 3.8 If non-conformities are found during any stage of evaluation, they will be discussed with the Nominated Representative together with improvement actions. NAPIT will issue the Company with an Improvement Action Report which the Company must address within the timescales indicated in the report or Scheme Documents. NAPIT can clarify the meaning of an identified non-conformity but cannot provide consultancy to assist the Company in addressing the improvement actions.
- 3.9 If a non-conformity is identified that relates to an installation, the Company must inform their customer about the issue and the action that the Company intends to take.
- 3.10 Further evaluation activities will be needed to assess the effectiveness of improvement actions, which may be via correspondence (which shall not normally be chargeable) or by additional auditing and/or inspection (which shall be chargeable). Any chargeable activities will be agreed with the Company in advance and payment must be made prior to the activities taking place.
- 3.11 If improvement actions are not taken, or do not clear non-conformities, the application may be terminated (in which case the Company will not be certified and shall be informed as to the reasons) or may result in further evaluation (with the agreement of the Company).
- 3.12 Some improvement actions may be a commitment to do (or not do) something in which case any subsequent certification may be conditional upon meeting a documented commitment.
- 3.13 An evaluation may result in a recommendation to certificate, but this recommendation is always subject to independent review and a certification decision.

#### **4. Certification and Listing**

- 4.1 Certification will be demonstrated by the issue of NAPIT certificate(s) indicating the scope of approval and the expiry date of the certification. For the avoidance of doubt the expiry date is the date on which annual payment is due and does not relate to the date of required assessments which are covered in clause 5.
- 4.2 NAPIT will take best endeavours to make sure the contents of the certificate(s) are accurate, but the Company must review the certificate on receipt and inform NAPIT of any errors they identify. NAPIT is not liable for any losses resulting from errors in certification.
- 4.3 Certification documents remain the property of NAPIT, and customers can check their status and validity on the NAPIT website.
- 4.4 Certification may comprise a certificate together with a schedule of supporting information (examples of this could include certification covering more than one legal entity within a group of companies, or multiple controlling offices, or identified competent individuals).
- 4.5 If certification is conditional upon meeting a documented commitment this will be indicated in the documentation issued with the certificate.

- 4.6 An extension to scope may either result in the issue of a new and separate certificate or the issue of an amendment to existing certification.
- 4.7 Certification may be limited in scope to a degree that it is below the full scope of a published scheme document (one example of this is installing only air source heat pumps where the published standard covers all types of heat pump). Where this is the case, the limitation will be indicated in the documentation issued with the certificate. The Company shall provide information requested by NAPIT if this is required to demonstrate that the Company has not exceeded the agreed limitations.
- 4.8 A certified Company will be listed on the NAPIT website.
- 4.9 In addition, to fulfil obligations to Government and/or Scheme Owners, NAPIT will provide data to relevant authorised administrators to enable listing on one or more of the websites identified in Annex B of this document.
- 4.10 If the Company wishes to be certified without their contact details being made publicly available, they should inform NAPIT of this in writing. If accepted, the NAPIT search system will allow status of certification to be checked but will not provide details of how to contact the Company. This facility may not be available for listing related to clause 4.9 which is outside the control of NAPIT.
- 4.11 Certification covers the activities of the certified Company. If work within the scope of certification is subcontracted the certified Company must ensure that subcontractors are competent to carry out the work they are subcontracted to do. The certified Company must ensure that any relevant requirements pertaining to subcontracting within the Scheme Documents (Annex A) are fully complied with.

## **5. Maintaining Certification**

- 5.1 By renewing certification, the Company remains in a legally binding Agreement as detailed in this document.
- 5.2 Continuing certification is subject to: payment of any amounts due; satisfactory surveillance conducted in accordance with relevant Scheme Documents (Annex A); the completion of any improvement actions set by NAPIT; implementation of any changes communicated by NAPIT; the satisfying of any conditions that were applied to certification in accordance with clauses 3.12, 4.5 and/or 5.19.
- 5.3 Complaints and/or other evidence of non-compliant work could also result in additional surveillance and/or improvement actions which may be required at the Company's cost (also see 5.9 and 5.13).
- 5.4 NAPIT will issue new certificates on the expiry of existing certification subject to payment and ongoing surveillance. NAPIT will issue reminders for renewal payments, but the Company is responsible for renewal and the payment of fees and if certification is suspended or ended for non-payment NAPIT do not accept liability if a Company claims it did not receive a reminder. For the avoidance of doubt a new certificate may be issued prior to or later than the date of surveillance assessment but its validity remains subject to clause 5.2.
- 5.5 Surveillance timings shall be as described in the relevant Scheme Documents (Annex A). Where surveillance timings are not defined in a Scheme Document it shall normally be via an annual programme where a planned surveillance date is fixed in relation to an annual certification date (itself the anniversary of original certification) such that surveillance takes place within a window of up to 4 months from the annual certification date.
- 5.6 In the event that an annual surveillance event takes place at a date later than planned it will be deemed overdue. The following year's planned date shall be no later than the limit in 5.5. For the avoidance of doubt this is to prevent surveillance creeping in timescales to the point where an annual programme (if required) has not been met.
- 5.7 NAPIT may use a risk-based approach to surveillance where this is included in Scheme Documents (Annex A) or other governing documentation, but a Company does not have a right to use risk-based assessment to extend surveillance periods without NAPIT's agreement.
- 5.8 Where the scope of certification includes activities with common competencies (including related technologies or measures) it may not be required to see each individual activity on site each year provided that all activities are evaluated as required by the relevant Scheme Documents (Annex A).
- 5.9 Where a Company wishes to maintain certification but has not completed any work that could be used for surveillance, NAPIT may allow ongoing certification based on an evaluation of evidence of capability and subject to the Company notifying NAPIT when it is next carrying out suitable work. Where this approach is allowed it shall follow any requirements of relevant Scheme Documents (Annex A).

- 5.10 Where scheme requirements are amended (normally by the publication of new or amended normative scheme documents) the Company shall comply with any requirements regarding transitional arrangements, particularly where more than one version of a standard may be followed for a period of time. NAPIT will provide information (normally via email newsletter) to the Company regarding changes to requirements and standards, but it remains the Company's responsibility to keep up to date. This applies even where a normative document change is not reflected in Annex A.
- 5.11 The Company should inform NAPIT without delay of any changes that could affect its ability to conform with the requirements outlined in these Scheme Rules and any documents referred to herein. Where the Company wishes to reduce the scope of certification it can do so at any time by putting a request to NAPIT in writing.
- 5.12 The Company should inform NAPIT without delay if it makes changes to its address (registered or trading), the contact details of the Company or the Nominated Representative. Changes to the legal name, trading name or legal status are subject to application for changes to certification.
- 5.13 Certification is conditional on the Company operating a fair and expeditious complaint handling process, in accordance with Scheme Documents (Annex A), consumer legislation and good professional practice. The Company must recognise that in the first instance it is responsible for the resolution of complaints against it and must take suitable steps to identify appropriate rectification actions and offer these or other resolutions to the consumer where complaints arise. The Company must keep a record of all complaints received in accordance with requirements in Scheme Documents (Annex A) and make those records available to NAPIT on request. If NAPIT mediates between a complainant and the Company in the case of a dispute over proposed remedial action (or lack thereof) the Company must cooperate fully with NAPIT in responding promptly to requests for information, or arranging access to sites, and the Company shall comply fully with any remedial or improvement action imposed by NAPIT at their own cost and must accept that NAPIT may charge for any costs incurred by NAPIT in managing the complaint, including costs arising from any third-party dispute resolution process.
- 5.14 The Company must accept that data protection legislation may limit the sharing of information provided by a complainant, but NAPIT shall endeavour to provide all such information as is necessary for the Company to handle the complaint and shall make the complainant aware that withholding information may limit the ability of NAPIT and/or the Company to resolve their complaint.
- 5.15 If, at the conclusion of a complaint investigation, work is considered not to comply with the Building Regulations, the Company recognises that NAPIT is obliged to report this to the Building Control department of the relevant Local Authority.
- 5.16 If a complaint is raised in relation to work done by the Company prior to its current certification, but under earlier certification by NAPIT or following a transfer of certification from another certification body (either in the same or varied company name, with substantial common ownership or as a result of the purchase of another company), the Company shall take responsibility for the complaint resolution.
- 5.17 If the Company seeks to cancel certification prior to its expiry date and while a complaint is ongoing, certification status will be treated as suspended until expiry date and the Company must continue to cooperate with NAPIT in regard to the complaint.
- 5.18 If NAPIT becomes aware of any criminal convictions against the Company or its principals, it may consider how the ongoing validity of certification may be affected.
- 5.19 The Company, not NAPIT, has the responsibility of fulfilling certification requirements. NAPIT has the responsibility to obtain sufficient objective evidence upon which to base certification. Where NAPIT has concerns about a Company's compliance it may result in additional sanctions which may be required at the Company's cost. Depending on the circumstances these may include one or more of the following:
- a) Full reassessment;
  - b) Additional or early surveillance;
  - c) Specific improvement actions;
  - d) Adding documented conditions or limitations to the certification;
  - e) Arranging a disciplinary hearing;
  - f) Suspension of some or all aspects of the certified scope;
  - g) Reduction of the certified scope;
  - h) Withdrawal of certification for some or all aspects of the certified scope;
  - i) Reporting work that does not comply with the Building Regulations to the relevant local authority.

- 5.20 NAPIT will normally give notice of these sanctions unless there is evidence of immediate danger to life or property if certification is continued. Subject to appeal (clause 7) these sanctions must be complied with promptly and fully.
- 5.21 If the Company is suspended with an unresolved improvement action, refusal to accept the improvement action or failure to address it in a timely manner may lead to the withdrawal of certification.

## **6. Ending Certification**

- 6.1 Certification may end as a result of one or more of the following reasons: the failure of the Company to respond to reasonable efforts by NAPIT to make contact; the failure of the Company to pay any fees arising; the Company breaching any of the General Terms and Conditions (clause 10); the Company voluntarily withdrawing from a scheme; the Company failing to carry out any required improvement actions arising from surveillance, the investigation of complaints or otherwise documented by NAPIT; a failure to fulfil any documented condition of certification; a breach of any requirement of these Rules; a breach of any licensing terms (clause 8) associated with the schemes; or any circumstance identified in a Scheme Document (Annex A) that requires certification to be withdrawn.
- 6.2 If the ending of certification is as a result of a decision by NAPIT, the Company will be informed of the reasons in writing.
- 6.3 If certification is terminated or expired, the Company shall: return any physical certificate that has not expired to NAPIT (or verify that it has been destroyed); remove all uses of the NAPIT Mark and any other Marks pertaining to certification (clause 8); refrain from claiming certification, registration or membership of NAPIT 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, included references in advertising materials.
- 6.4 The reason for ending certification will be made available to other parties in accordance with clause 10.16 where this is required as a condition of NAPIT's accreditation or authorisation.
- 6.5 NAPIT will maintain records relating to a Company after certification has ended for a period extending to at least one year beyond either the scheme certification cycle or any requirement for the guarantee of installation compliance, whichever is longest. The Company cannot ask for any records to be destroyed as a result of no longer being a client of NAPIT and the right to be forgotten under data protection legislation is limited to personal data that would be unnecessary in investigating future complaints.
- 6.6 The Company shall remain responsible for the compliance of work completed while certificated and shall take reasonable steps to respond to and resolve complaints arising after the termination of certification in respect of work carried out during the period of certification.

## **7. Appeals and Complaints**

- 7.1 A Company can appeal against any decision of NAPIT to refuse certification, reduce the scope of certification, suspend or withdraw certification.
- 7.2 A Company making an appeal must set out its grounds clearly in writing to the NAPIT Quality Manager within 21 days of receiving notice of a NAPIT decision.
- 7.3 NAPIT will review appeal evidence and if it possible to resolve issues without calling an Appeal Panel or agreeing to allow an independent investigation it will do so. If the Company has failed to provide grounds of appeal that directly address the reasons for the NAPIT decision, or the review finds that the appeal is frivolous or vexatious, the appeal may be rejected. If an Appeal Panel is required to hear the appeal, or NAPIT and the Company agree to seek resolution through an independent investigation, the Company must lodge a payment of £1000. If the Appeal Panel or independent investigation finds in the Company's favour this amount will be refunded to the Company. Members of the Appeal Panel cannot be employees or contractors of NAPIT but will be drawn from the independent members of the Governing Board who monitor NAPIT's compliance. Independent investigation will be conducted only where both NAPIT and the Company agree to the approach and the expert engaged to undertake it.

- 7.4 A Company with a complaint about NAPIT's services must give NAPIT the opportunity to consider and address their complaint. Complaints can be addressed in writing to the Quality Manager using the contact details contained herein. NAPIT will evaluate and respond to complaints, and where possible take action to resolve them. If a complaint is not accepted or cannot be resolved this will be communicated to the Company.

## **8. Licences and Marks**

- 8.1 The certified Company is granted a non-exclusive license to use the NAPIT logo and NAPIT trademarks in relation to certification and/or registration in accordance with any guidance we may provide, provided that such use is limited to the Company's scope of certification.
- 8.2 Where the scope of certification is covered by NAPIT's UKAS accreditation the certified Company is granted a non-exclusive licence to use the NAPIT Mark (combining the NAPIT logo and the UKAS National Accreditation Symbol) in accordance with any guidance we may provide, provided that such use is limited to the Company's scope of certification.
- 8.3 Where relevant to the scope of certification, the certified Company is permitted to use Scheme logos and/or marks subject to license agreements and conditions detailed in Annex C.
- 8.4 The certified Company's right to use logos, trademarks and other marks is conditional upon maintaining certification but may also be withdrawn at NAPIT's discretion.
- 8.5 The Company must comply with the published Brand Identity Guidelines issued by NAPIT or the government departments and/or scheme owners responsible for relevant schemes.

## **9. Responsibility for Individual Operatives**

- 9.1 Where a scheme requires an individual to be identified as competent it will be in combination with the certification of the employing Company. For the avoidance of doubt a sole trader will be treated as a combination of an employing Company and competent individual. The Company is legally responsible for the actions of any competent individual to the extent that they carry out work within the scope of the Company's certification and purport to be certified by NAPIT or use NAPIT physical or electronic identification cards to indicate their competence.
- 9.2 Where NAPIT issue physical or electronic identification cards, the Company shall supply suitable photographs of the relevant individual(s) in the required format and shall be responsible for their validity.
- 9.3 The Company is responsible for ensuring that operative competence is kept up to date. Where a scheme requires ongoing or recorded continuing professional development (CPD) NAPIT will make this requirement clear and check compliance with it. If a significant industry change identifies a requirement to undergo specific update training NAPIT will communicate this requirement and check compliance with it.
- 9.4 If, during evaluation, a nonconformity is identified regarding the competence of an operative, the Company must recognise that the improvement action may involve undertaking training that is not specified in normative Scheme Documents or which the operative may have previously undertaken and needs to repeat.
- 9.5 It is recognised that competent individuals may be supported by other individuals who do not meet the competence criteria of a particular scheme (such as labourers, fitter's mates, apprentices or other specific roles) in which case the competent individuals within the Company shall recognise that, where relevant, they have the responsibility for the safety and compliance of the work with the Building Regulations and shall have sufficient involvement in the work that they are able to ensure this.

## **10. General Terms and Conditions**

- 10.1 By applying to NAPIT for certification, and/or by remaining certified by NAPIT, the Company accepts that the Scheme Rules here documented comprise a legally binding agreement between the Company and NAPIT.

- 10.2 The Company must comply with any instructions or guidance provided by NAPIT. The Company must at all times preserve the reputation and integrity of the NAPIT and the Scheme(s) and take no actions that could bring either into disrepute. The Company must not engage in any activity or practice which may result in public criticism of NAPIT or the Scheme(s). The Company must not make any misleading claims regarding its certification scope or status.
- 10.3 If the Company provides certification documents as described in clause 4.4 to other parties, the documents must be reproduced in full unless otherwise allowed in Scheme Documents.
- 10.4 The Company must use best endeavours to promote awareness of NAPIT to consumers and the industry.
- 10.5 The Company shall have adequate insurance at an appropriate level to cover liabilities arising from its operations. A minimum level for Public Liability is £2,000,000. Professional indemnity cover of at least £250,000 is a requirement where inspection and testing work is carried out and is a minimum recommended level where design work is included. The Company shall take suitable advice based on the scope of their activities and should exceed these minimum levels where advised to do so.
- 10.6 Certification may be terminated by immediate written notice if:
- a) the Company ceases to participate in the Scheme(s), by failing to renew membership with NAPIT or membership is either suspended or revoked;
  - b) the Company commits a breach of these General Terms and NAPIT concludes that the breach is such that certification should be withdrawn;
  - c) the Company challenges the validity of NAPIT's trademarks;
  - d) the Company or its employees/representatives behave inappropriately (for example, language, threats, aggressive behaviour, bribery, solicitation) towards any NAPIT member of staff or representative
  - e) NAPIT receives a direct instruction to remove certification from an official from a Government Department, Government appointed Scheme Agent, or Scheme Owner with direct responsibility for such a Scheme;
  - f) NAPIT's certification of a Company is found to be invalid and no actions are available to address this.
- 10.7 Certification may be terminated or amended if the Company is unable or admits inability to pay its debts as they fall due, is bankrupt, or suspends making payment on any of its debts, or any actions, legal proceeding or other procedure or step is taken in relation to it concerning:
- a) The suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary agreement, scheme or arrangement or otherwise, but excluding a member's winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
  - b) A composition, assignment or arrangement with any of its creditors; or
  - c) 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
  - d) 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
  - e) Any attachment, sequestration, distress or execution that affects any of its assets and it not discharged within seven days.
- 10.8 Unless otherwise stated, annual fees (initial or renewal) are for a full 12-month period regardless of trading status or the status of certification.
- 10.9 Application fees include a non-refundable element. If refunds are considered after the evaluation activities have begun, they will exclude any administrative and assessment costs incurred. If application has been made under a promotional offer any refund will be discretionary and shall take account of administrative costs incurred. Refunds can take up to 21 days to process.
- 10.10 The Company accepts that NAPIT are not liable for any alleged loss or damage (whether direct, indirect or consequential) resulting from any act relating to certification or registration, including but not limited to: suspension or withdrawal of certification (whether or not successfully appealed); any absence from publicly available company listing; errors in registration status or details provided to other parties such as Scheme Owners; notification of works to customers and local authorities.
- 10.11 Termination of Certification will not affect any existing rights and/or claims that NAPIT may have against the Company and will not relieve the Company from fulfilling its obligations which accrued prior to termination.

- 10.12 If for whatever reason Certification is terminated, to protect the reputation of NAPIT and ensure its continued operation:
- a) the Company must comply with clause 6 above and immediately cease use of masks and logos covered in clause 8;
  - b) the Company must not purport to be certified by NAPIT or make false claims regarding certification.
- 10.13 NAPIT may enjoy the benefit and enforce the terms of [these Terms] [Clause 10.11] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 10.14 Where the Company provides a warranty or other financial protection to their customers that overlaps with cover provided by NAPIT or accesses such cover through any party other than NAPIT, these protections shall take precedence over the NAPIT Work Quality Guarantee Scheme.
- 10.15 NAPIT recognises that during evaluation it will see information about the Company that can be commercially sensitive and undertakes to maintain confidentiality wherever possible. Where NAPIT is required by law to release confidential information NAPIT shall, unless prohibited by law or covered in clause 10.16, notify the Company of the information provided. NAPIT may be provided with information about the Company in confidence from parties such as complainants or regulators, in which case that information shall be treated as confidential unless permission to share it is provided. Neither party will make audio or video recording without permission.
- 10.16 NAPIT will handle the Company's data in accordance with all current data protection legislation. Data will be used as necessary for application, certification and registration purposes (including complaint handling) and to the extent that it is relevant to the scope of application/certification the Company's details may be shared with central and local government departments, scheme owners/operators/administrators/agents, enforcement agencies, legal counsel, consumer protection organisations and other certification/registration bodies. Where NAPIT uses a contractor in the certification process, NAPIT may share data with the contractor sufficient for them to provide the required service. Where necessary to progress a complaint NAPIT may share data with a complainant at its discretion. Where certification is ended (or in some cases when suspended or subject to unresolved nonconformities) NAPIT may share data regarding this with central and local government departments, scheme owners/operators/administrators/agents, enforcement agencies, legal counsel, consumer protection organisations and other certification/registration bodies. Where certification is withdrawn for any breach of requirements NAPIT may make the matter available via the NAPIT website, particularly where required by Conditions of Authorisation or other scheme requirements. NAPIT may share the Company's data within the NAPIT group of companies in connection to the above activities.
- 10.17 NAPIT will communicate with the Company by postal, telephone and electronic means. The Company shall ensure that its contact details are up to date and that systems do not block NAPIT emails and shall pay due consideration to information provided by NAPIT, particularly regarding changes to requirements. The Company shall recognise that NAPIT documents may change and the most current version of these Scheme Rules will be available from the website.
- 10.18 Certification and/or registration relates to a legal entity such that a sole trader is defined as a Company within these rules. As a result, the relationship between NAPIT and the Company are in the nature of business-to-business and consumer legislation regarding sales, finance and communications do not apply.
- 10.19 The Company may access other services from the NAPIT group of companies in which case other terms and conditions may apply to the particular service. If certification is obtained under a promotional offer this may also be subject to other terms and conditions.
- 10.20 Technical support, where offered as part of a scheme requirement, is provided by NAPIT Services Ltd. Support can only be provided if it does not create a conflict of interest between the Company and NAPIT.
- 10.21 NAPIT asserts its right to assign this Agreement to another party at its discretion and subject to any relevant accreditation and/or authorisation requirements.
- 10.22 This Agreement will be construed in accordance with and governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

## **11. Terms and Conditions Specific to Self-Certification under the Building Regulations 2010**

- 11.1 NAPIT Registration Ltd's authorisation under the Building Regulations 2010 allows a Company to self-certify compliance with the Building Regulations in England and Wales for relevant installation work for which the Company is certified (as covered in Schedule 3 of the Building Regulations). This provision applies to work that can fall within the Competent Person Scheme (CPS), the Microgeneration Certification Scheme (MCS) or the Energy Efficiency Measures Scheme (EEM). 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, using the online system provided by NAPIT (or other means approved by NAPIT). On receipt of the notification NAPIT automatically update the local authority and issue a Building Regulations Compliance Certificate in accordance with the Regulations. NAPIT may obtain feedback relating to the installation work from the recipient of the Building Regulations Compliance Certificate which will be used internally and not be publicised other than in reporting general performance of NAPIT or the scheme.
- 11.2 There is no fee for adding CPS to an MCS or EEM activity for a scope of work already certified, nor is any additional evaluation required.
- 11.3 If a Company is eligible for self-certification as described in 11.1, it must notify NAPIT of every installation it carries out that is in England or Wales if it is classed as notifiable under the Building Regulations and falls within the Company's scope of certification, irrespective of whether the work is part of a larger contract covered by a Building Notice application to a Building Control Body (this is a requirement of Regulation 20).
- 11.4 Building Regulations notification is entirely separate from entries made to the MCS Installation Database or the TrustMark data warehouse.
- 11.5 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 Company to notify NAPIT within 21 days would mean that NAPIT could not guarantee that this statutory requirement would be met. The installation assessed by NAPIT to achieve certification can be notified once certification is granted, other work with an installation date prior to certification cannot be notified retrospectively. In the event that work was completed within the required timescales but not notified to NAPIT prior to suspension or ending certification, the Company should contact NAPIT regarding the possibility of completing self-certification.
- 11.6 Information submitted on the system must be accurate regarding the location and nature of work being notified and the customer details submitted.
- 11.7 The system is based on the purchase of credit in advance of notification and the Company may not be able to complete notifications if it is not in credit.
- 11.8 It is the Company's responsibility to ensure that only work that is included on the Certificate of Approval is notified.
- 11.9 Notification of cavity wall insulation, external wall insulation, hybrid wall insulation or glazing/doors is not permitted for work in buildings over 18 metres in height or consisting of over 7 stories.
- 11.10 A Company carrying out solid wall or cavity wall insulation work solely for the purposes of self-certification under the Building Regulations is not specifically required to comply with all parts of PAS 2030. However, the government have determined that requirements for pre-installation building inspection and the provision of adequate ventilation must be based on the appropriate clauses of PAS 2030. Furthermore, the frequency of surveillance and the number of inspections for solid wall and cavity wall insulation is to be determined in accordance with PAS 2031.
- 11.11 Compliance with the Building Regulations is most commonly achieved by following the guidance provided in Approved Documents. In the event that a Company claims that they have complied with the Building Regulations by means not consistent with the Approved Documents NAPIT may refuse self-certification of the work and refer the matter to the Building Control department of the relevant local authority.
- 11.12 In notifying NAPIT of a completed job, the Company warrants to their customer and NAPIT that the work complies with Parts 4 and 7 of the Building Regulations 2010 (as amended) and that they will rectify any evidenced noncompliance with these regulations for a period of 6 years from the date of installation.
- 11.13 Where the notification system requires the Company to provide information about an insurance backed guarantee (only required for some scopes) the Company must provide accurate and complete information.

- 11.14 The notification system makes reference to the Work Quality Guarantee Scheme which applies in certain circumstances documented in the terms and condition of that guarantee.
- 11.15 The Work Quality Guarantee applies to work covered by its terms and conditions and identified as notifiable under the Building Regulations and which is in the scope of certification of the Company both at the time the work was carried out and the date on which the work was notified. The Guarantee is valid for a period of 6 years from the completion of the installation with the exception with respect to products which shall be covered by the manufacturers guarantee and only for the period provided by the manufacturers guarantee. The Company is obliged to rectify any work for which they were responsible that does not comply with the Building Regulations whether or not the Company is certified by NAPIT at the time the complaint is raised. NAPIT may recover any investigation or rectification costs incurred in meeting the obligations of the Work Quality Guarantee whether or not the Company is certified by NAPIT at the time the costs are incurred.
- 11.16 Work that is not notifiable under the Building Regulations must still comply with any applicable requirements of the regulations, and where this requires inspection by Building Control the Company should advise their customer and identify who will be responsible for arranging this.

## **12. Terms and Conditions Specific to Certification of Third Party Electrical Work under the Building Regulations 2010**

- 12.1 NAPIT Registration Ltd's authorisation under the Building Regulations 2010 allows a Company (note that in this area both the individual certifier and their employing Company must be registered) who are approved for types of work covered in Schedule 3A of the Building Regulations 2010 (as amended) to certify compliance with the Building Regulations for electrical work installed by other parties, in England. 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 compliance of the installation. On receipt of the notification NAPIT will update the local authority and issue a Building Regulations Compliance Certificate in accordance with the Regulations.
- 12.2 If the certifier is unable to confirm compliance through their inspection and testing activities this must be reported to NAPIT who will report non-compliant work to the relevant local authority (there will be no charge for such submissions).
- 12.3 Submission of the notification/report must be made within 21 days of the date of the final inspection. There is a statutory limit of 30 days in the Building Regulations and a failure by the member to submit to NAPIT within 21 days would mean that NAPIT could not guarantee that this statutory requirement would be met.

## **13. Terms and Conditions Specific to Microgeneration Work**

- 13.1 NAPIT will normally only allow self-certification under the Building Regulations (clause 11) where a Company is certified by NAPIT for a scope including installation under the Microgeneration Certification Scheme (MCS).
- 13.2 Where MCS certification is withdrawn but compliance with the requirements of the Competent Person Scheme (CPS) is still demonstrable, certification under CPS may continue until its expiry date.
- 13.3 The Company shall note that installations completed outside the MCS will not be eligible for those payments and incentives whose eligibility is based on compliance with MCS standards.
- 13.4 A Company wishing to carry out microgeneration work demonstrating equivalence to PAS 2030 (e.g. for Energy Company Obligation work) must do this through MCS certification against the additional standard MCS023 (Annex A). Where the Company is installing heating system elements associated with the microgeneration system that are eligible for self-certification under the Building Regulations this can also be included provided it is assessed on site. To be listed as a Green Deal Participant the Company will also be required to comply with the Green Deal Code of Practice and to sign a licence agreement for the use of the Green Deal Quality Mark.
- 13.5 A Company carrying out microgeneration work within the MCS scheme is required to register each completed job on the MCS Installation Database in accordance with the requirements of the standards in the series MIS3001-MIS3012, which requires registration within 10 days of commissioning. This cannot be done via NAPIT and is separate from the Building Regulations notifications required in England and Wales.

- 13.6 NAPIT are not directly involved with the operation of funding schemes related to MCS certification and are not responsible for providing operational information about such schemes. While NAPIT may provide informative updates, the Company shall remain responsible for understanding and complying with the requirements of such schemes.

#### **14. Terms and Conditions Specific to Energy Efficiency Measures**

- 14.1 The installation of Energy Efficiency Measures in accordance with PAS 2030 is not directly related to a particular scheme such as the Energy Company Obligation or the Green Deal. To be recognised and listed as a Green Deal Participant the Company must apply specifically for this and will be required to comply with the Green Deal Code of Practice.
- 14.2 NAPIT are not directly involved with the operation of funding schemes related to PAS 2030 certification and are not responsible for providing operational information about such schemes. While NAPIT may provide informative updates, the Company shall remain responsible for understanding and complying with the requirements of such schemes.
- 14.3 Surveillance for Companies certified against PAS2030 must comply with the standard PAS2031 which documents the rate and type of inspections required based on the volume of completed installations where compliance with PAS2030 is claimed by a certified Company. To determine the number of inspections necessary the Company must notify NAPIT of work completed on request. Some inspections may be required prior to or during installation and the Company must assist NAPIT in identifying suitable dates and sites for inspection.
- 14.4 Where PAS 2030 certification is withdrawn but compliance with the requirements of the Competent Person Scheme (CPS) is still demonstrable, certification under CPS may continue until its expiry date.
- 14.5 The use of PAS 2030 certification in relation to certain funding schemes may require the Company to register jobs on the TrustMark Data Warehouse (or other administrative systems). This cannot be done via NAPIT and is separate from the Building Regulations notifications required in England and Wales.

#### **15. Terms and Conditions Specific to TrustMark**

- 15.1 TrustMark is a government endorsed scheme showing good consumer practice. NAPIT members can demonstrate their technical competence for their scope of TrustMark membership by certification against one or more of the installation standards covered by these Scheme Rules.
- 15.2 Membership of TrustMark must also demonstrate compliance with the published TrustMark Framework Operating Requirements. An applicant must undergo vetting, including credit checking, plus a commitment to follow the TrustMark Code of Conduct and Consumer Charter.
- 15.3 A number of government related funding arrangements are required to be carried out by a company registered on the TrustMark Scheme and details of work will be required to be submitted to the TrustMark Data Warehouse. This cannot be done via NAPIT and is separate from the Building Regulations notifications required in England and Wales.
- 15.4 NAPIT are not directly involved with the operation of funding schemes where TrustMark registration is required and are not responsible for providing operational information about such schemes. While NAPIT may provide informative updates, the Company shall remain responsible for understanding and complying with the requirements of such schemes.

#### **16. Terms and Conditions Specific to BAFE Fire Safety Register**

- 16.1 The BAFE Fire Safety Register operate the Domestic Fire Detection and Fire Alarm Competency Scheme. NAPIT are approved by BAFE to certify companies for Design, Installation, Commissioning and Maintenance of Grade D Fire Detection and Fire Alarm Systems in Domestic Premises.
- 16.2 The scheme includes a requirement to issue a Certificate of Compliance to NAPIT and the customer. NAPIT will issue this certificate to the customer following its submission to NAPIT. Submission of the certificate must be made within 21 days of the date of commissioning in order that NAPIT can issue the certificate to the customer within 30 days as required by the scheme.

## AMENDMENT HISTORY

This is the first issue of these Scheme Rules and replaces the following documents:

Version	Amendment
1.0 (07.21)	First issue, replacing earlier stand-alone scheme rules.
1.1 (08.21)	Addition of BAFE Fire Safety Register.
1.2 (09.21)	Amended to remove reference to an expired deadline.
1.3 (11.21)	Updating normative references.
1.4 (04.22)	Updating normative references. Minor amendments to terminology or to improve clarity to the meaning of clauses.
1.5 (08.22)	Amendment to clause 3.6 covering subcontracting and outsourcing.
1.6 (06.23)	Changing references to government departments. Amendment to clause 3.7 covering circumstances where inspection can take place without the Company being represented. Amendment to clause 10.16 covering withdrawal of certification. Amendment to clause 11.1 to cover feedback provided by recipients of Building Regulations Compliance Certificates. New clause 11.16 covering non-notifiable work. Annex A added link to NAPIT website address for these Scheme Rules. Removal of expired MCS Mark clause from Annex C2.
1.7 (04.24)	Amendment to 10.15 to require permission for recordings. Amendment to 10.16 to include scheme owner for data sharing. Amendment to clause 11.5 to clarify that building regulations notification cannot be applied to work carried out prior to certification and to cover work completed ahead of suspension but not notified. Amendment to 13.1 to state that certification is by NAPIT. Added PAS2030:2023 and transitional arrangements to Annex A plus a revised link to TrustMark scheme documents. Added a link to LABC listing of CPS members in Annex B. Added a link to the MCS Mark Regulations in Annex C2.

## ANNEX A – SCHEME DOCUMENTS

The following table indicates the normative and formal scheme documents that are referenced in the Rules, together with where the current version can be obtained.

A current version of these Scheme Rules will be maintained on the NAPIT website at:

<https://www.napit.org.uk/downloads/scheme-rules-requirements.aspx>

Scheme/Scope	Normative Document(s)
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<b>Competent Person Scheme (CPS):</b> Authorised under the Building Regulations and UKAS Accredited	
Competent Person Scheme (main scheme requirements)	Minimum technical competence for work undertaken through Competent Person Schemes approved under Schedule 3 of the Building Regulations (England and Wales) (March 2014) <a href="https://www.gov.uk/government/publications/competent-person-scheme-minimum-technical-competence-requirements">https://www.gov.uk/government/publications/competent-person-scheme-minimum-technical-competence-requirements</a>
Competent Person Scheme (scope specific requirements)	Common Minimum Technical Competences for non-electrical CPS <a href="https://www.gov.uk/competent-person-scheme-current-schemes-and-how-schemes-are-authorised#minimum-technical-competence-mtc-requirements-for-competent-person-schemes">https://www.gov.uk/competent-person-scheme-current-schemes-and-how-schemes-are-authorised#minimum-technical-competence-mtc-requirements-for-competent-person-schemes</a> Electrical CPS is via Work Categories A1.1 or A1.4 of the Electrotechnical Assessment Specification (October 2021) <a href="https://electrical.theiet.org/bs-7671/building-regulations/electrotechnical-assessment-specification-eas/">https://electrical.theiet.org/bs-7671/building-regulations/electrotechnical-assessment-specification-eas/</a>

<b>Electrotechnical Assessment Specification (EAS):</b> UKAS Accredited	
Electrotechnical Work comprising electrical installation outside the scope of Part P*	Electrotechnical Assessment Specification (October 2021), work categories A1 <a href="https://electrical.theiet.org/bs-7671/building-regulations/electrotechnical-assessment-specification-eas/">https://electrical.theiet.org/bs-7671/building-regulations/electrotechnical-assessment-specification-eas/</a>

\*Domestic work outside England/Wales, non-domestic work, or domestic work that is not notifiable within England/Wales

<b>Electrical Inspector Scheme (EIS)</b>	
Electrotechnical Work comprising electrical inspection and testing work	Electrotechnical Assessment Specification (October 2021), work categories A2 <a href="https://electrical.theiet.org/bs-7671/building-regulations/electrotechnical-assessment-specification-eas/">https://electrical.theiet.org/bs-7671/building-regulations/electrotechnical-assessment-specification-eas/</a>

<b>Third Party Certification (TPC):</b> Authorised under the Building Regulations	
Electrical Third-Party Certification Scheme	Minimum Technical Competence for Third Party Certification Schemes for Electrical Installations in Dwellings (March 2014) <a href="https://www.gov.uk/guidance/third-party-certification-schemes-for-domestic-electrical-work">https://www.gov.uk/guidance/third-party-certification-schemes-for-domestic-electrical-work</a>

<b>Microgeneration Certification Scheme (MCS):</b> UKAS Accredited	
All MCS standards and guidance documents are available at: <a href="https://mcscertified.com/standards-tools-library/">https://mcscertified.com/standards-tools-library/</a>	
Microgeneration Certification Scheme (main scheme requirements)	MCS001: Installer Certification Scheme Requirements MCS023: Additional Requirements for MCS Installers to demonstrate equivalence with PAS 2030
Microgeneration Certification Scheme (scope specific requirements)	Multiple standards numbered MIS 3001 to MIS 3012 together with supporting and supplementary documents.

Scheme/Scope	Normative Document(s)
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<b>Energy Efficiency Measures Scheme (EEM): UKAS Accredited</b>	
Energy Efficiency Measures Scheme (main scheme requirements)	*PAS2030:2019 (main body): Specification for the installation of energy efficiency measures in existing dwellings *PAS2030:2023 (main body): Installation of energy efficiency measures in existing dwellings – Specification PAS2031:2019: Certification of energy efficiency measure installation in existing buildings and insulation in residential park homes PAS documents can be obtained from: <a href="http://shop.bsigroup.com/">http://shop.bsigroup.com/</a>
Energy Efficiency Measures Scheme (scope specific requirements)	*PAS2030:2019 Annexes (as per main scheme requirements above) *PAS2030:2023 Annexes (as per main scheme requirements above)

\*transition to PAS 2030:2023 will take place with a final deadline of 31<sup>st</sup> March 2025, prior to which certification may be held for both versions to cover work done to different specifications.

<b>Green Deal Installer Scheme (GDI): Government Licensed</b>	
Green Deal Installer Scheme (main scheme requirements)	The PAS2030 standard for the EEM Scheme or MCS 023 for microgeneration must be met, together with: Green Deal Code of Practice: <a href="https://gdorb.beis.gov.uk/code-of-practice/">https://gdorb.beis.gov.uk/code-of-practice/</a>

<b>TrustMark: Government Endorsed</b>	
TrustMark	Framework Operating Requirements, Code of Conduct and Customer Charter: <a href="https://www.trustmark.org.uk/business/documents">https://www.trustmark.org.uk/business/documents</a>

<b>BAFE Fire Safety Register: BAFE Licensed</b>	
BAFE DS301 Domestic Fire Detection and Fire Alarm Systems	BAFE DS301 Scheme Document: <a href="https://www.bafe.org.uk/become-bafe-registered/bafe-ds301-assessment-and-registration-process">https://www.bafe.org.uk/become-bafe-registered/bafe-ds301-assessment-and-registration-process</a>

## **ANNEX B – WEBSITE LISTINGS ASSOCIATED WITH CERTIFICATION**

The following registers are issued with updated data in accordance with scheme requirements as per clause 4.9 of the Rules and specific to a Company's scope of certification/registration.

NAPIT (all schemes):

<https://search.napit.org.uk/>

Competent Persons Scheme:

<http://www.competentperson.co.uk/>

<https://labcfrotdoor.co.uk/find-a-competent-person>

Registered Competent Person - Electrical (EAS scopes for domestic installation A1.1, A1.4 and inspection A2.1):

<https://electricalcompetentperson.co.uk/>

Microgeneration Certification Scheme:

<https://mcscertified.com/>

Green Deal Participant Register:

<https://gdorb.beis.gov.uk/>

TrustMark:

<http://www.trustmark.org.uk/>

BAFE Fire Safety Register:

<https://bafesearch.secure.force.com/wb/wbCompanyListing>

## **ANNEX C – LICENSING REQUIREMENTS**

Some certification scopes are subject to licensing arrangements between the Company and the Scheme Owner. In the case of Green Deal, the Green Deal Oversight and Registration Body (GDOrb) require this to be a separate, signed document. The BAFE Fire Safety Register license is arranged by BAFE following certification by NAPIT. For the following schemes any Company who is certified by NAPIT agrees to comply with the licensing terms in the following annexes:

- Annex C1: Registered Competent Person – Electrical
- Annex C2: Microgeneration Certification Scheme
- Annex C3: TrustMark

## Annex C1: Registered Competent Person (Electrical) ECPSO Mark User Agreement

1. In signing the registration application and/or renewal form(s) the named installation company enters into an Agreement for the use of the ECPSO Mark until such time that certification is withdrawn, or the agreement is terminated in under clause 10 below.
2. The ECPSO Registered Mark (on the left in the diagram below) is the property of Electrical Competent Persons Scheme Operators Ltd (ECPSO) who holds all copyright and goodwill associated with the ECPSO Mark. The Certification Body Mark (on the right) belongs to NAPIT.



3. ECPSO has licensed the use of the ECPSO Mark to NAPIT. By this agreement we are granting you a sub-licence to use and display the Registered Mark and to have your details published on a register located at [www.electricalcompetentperson.co.uk](http://www.electricalcompetentperson.co.uk) under the terms and conditions set out below.
4. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

ECPSO Brand Guidelines	refers to guidance on the use of the Registered Mark as published by ECPSO and available from NAPIT;
ECPSO Branded Material	refers to any leaflet, literature or promotional information, printed and/or electronic provided by us, which includes the Registered Mark;
Notice	notice in writing served in accordance with the provisions of clause 9;
Registered Mark	the ECPSO Mark identified in clause 2 above;
Territory	England and Wales.

### 5. Assignment

You may not assign, charge, sub-licence or otherwise deal in or dispose of, in whole or in part, any of your rights under this sub-licence.

### 6. Our Rights

- 6.1 If so directed by ECPSO, we reserve the right to change the Registered Mark, logos and ECPSO Brand Guidelines, and will not be liable for any costs incurred by you in changing websites, printed materials, signwriting on vehicles or any other use or reference to these details.
- 6.2 We do not imply or express any warranty of any kind with respect to work undertaken by you when displaying the Registered Mark, and we assume no responsibility for defects, failure in service or infringement of patents, trademarks or brands.

### 7. Grant of a Sub-Licence and your Obligations

- 7.1 In consideration of all obligations undertaken by you under this Agreement and under the terms and conditions of your registration and certification with us, we hereby grant you a non-exclusive sub-licence to use the Registered Mark in accordance with the ECPSO Brand Guidelines within the Territory for the sole purpose of promoting a single easily identifiable mark to consumers. You must not vary the Registered Mark.

- 7.2 You must ensure that the Registered Mark or any branded material is only used as detailed in the ECPSO Brand Guidelines. If you cease to be registered as an Electrical Competent Person by us, then you must cease to use the Registered Mark immediately. Your company details will also be removed from the register located at:  
[www.electricalcompetentperson.co.uk](http://www.electricalcompetentperson.co.uk).
- 7.3 Any misuse of the Registered Mark by you may be investigated by us or ECPSO and could lead to your scheme certification being suspended, your exclusion from the register located at [www.electricalcompetentperson.co.uk](http://www.electricalcompetentperson.co.uk), publication of your transgression and/or legal action.
- 7.4 You will not at any time: claim or represent or do any act which might indicate that you have any right, title or interest in ownership or to use the Registered Mark other than as permitted by this agreement; nor will you apply anywhere in the world to register any trade or certification mark identical to or so nearly resembling the Registered Mark as to be likely to deceive or cause confusion.

## 8. Reputation and Goodwill

You and we acknowledge that all the reputation and goodwill associated with the Registered Mark throughout the Territory, including any reputation and goodwill that may accrue as a result of use of the Registered Mark, are reserved to and belong absolutely to ECPSO.

## 9. Notices

- 9.1 Any Notice to be served by either of us shall be sent to the registered office or chief place of business of the party being served by pre-paid 'signed-for' delivery or registered post.
- 9.2 Notice shall be deemed to have been received by the addressee within 72 hours of posting.

## 10. Termination

We may terminate this sub-licence by notice with immediate effect if:

- 10.1 You commit a material breach of this agreement and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being given written notice by us to do so;
- 10.2 You cease to be certificated and registered by us as an Electrical Competent Person;
- 10.3 You bring NAPIT, ECPSO or the Registered Mark or its licensing into disrepute, or make any statement regarding ECPSO, NAPIT or the Registered Mark which is misleading or unauthorised;
- 10.4 You challenge the validity of the Registered Mark;
- 10.5 We, for any reason, cease to have the right to grant licences in respect of the Registered Mark;
- 10.6 We give you not less than three months written notice.

## Annex C2: MCS Mark Authorised User Agreement

1. In this clause “we”, “our” etc means NAPIT and “you” refers to the certified contractor named on the application documentation and any amending details submitted thereafter.
2. The MCS Mark (on the left below) is the property of the MCS Service Company Limited (‘MCS Company’) (No. 7759366) whose registered office is The Innovation Centre, Sci-Tech Daresbury, Cheshire, WA4 4FS and the Certification Body mark on the right is our property. The MCS Company has licensed the MCS Mark to us.



3. Subject to the payment of fees, we hereby grant you a non-exclusive licence to use the MCS Mark in Great Britain, Northern Ireland and the Isle of Man provided this is in accordance with:
  - (a) The terms and conditions set out in this License;
  - (b) The Brand Guidelines, a copy of which can be accessed at [www.mcscertified.com](http://www.mcscertified.com)
  - (c) The Terms and Conditions of Use and
  - (d) The Marks Regulations, a copy of which can be accessed at: [www.napit.org.uk/downloads/scheme-rules-requirements.aspx](http://www.napit.org.uk/downloads/scheme-rules-requirements.aspx)

The use of the MCS Mark in a territory outside Great Britain, Northern Ireland or the Isle of Man is at your risk. We give no warranty that such use will not infringe third party rights or is otherwise lawful in any such territory.

4. In signing the application form(s) and maintaining scheme membership the named installation company enters into an Agreement for the use of the MCS Mark until such time that certification is withdrawn, or the Agreement is terminated under clause 15 below.
5. You may use the MCS Mark on vehicles, buildings, banners, pennants, letterheads, brochures and any publicity material that is directly related to the scope of your certification. The MCS Mark shall be used in line with MCS Brand Guidelines (as may be updated, amended or replaced from time to time).
6. Before you use the MCS Mark in any form not covered by the Brand Guidelines issued, you shall submit to us for authorisation a copy of the proposed use along with details of the colour, size, location and accompanying text.
7. You must not:
  - (a) amend or change content and style of the MCS Mark in any way;
  - (b) use the MCS Mark or the Certification Body mark in isolation; or
  - (c) enlarge or reduce the MCS Mark unless this is done uniformly and its legibility is maintained.
8. Any misuse of the MCS Mark by you, whether negligent, fraudulent, or otherwise will be investigated by us or the MCS Company and could lead to your scheme certification being suspended, your exclusion from the MCS Scheme, publication of your transgression and/or legal action.
9. You will not at any time:
  - (a) make any claim or representation or do any act which might indicate that you have any right, title or interest in ownership or to use of MCS Mark other than as permitted by this Agreement; or
  - (b) apply anywhere in the world to register any trade or certification mark identical to or so nearly resembling the MCS Mark as to be likely to deceive or cause confusion.

10. We reserve the right to withdraw, substitute or add to the MCS Mark existing at the date of this Agreement, if it can no longer be used or if the MCS Company in their sole discretion, determine such withdrawal, substitution or addition will be beneficial to the MCS Scheme. If this happens you will not be eligible for any compensation and the use of any substituted or additional marks or indicia shall be governed by the terms of this Agreement.
11. You will keep us informed in a timely manner of all cases of actual, threatened or alleged infringement, misuse or misrepresentation concerning or connected with the MCS Mark of which you become aware.
12. When installing under a valid current Certification Body certificate issued by us and using the MCS Mark you warrant to us that you will comply with the Installation Standards applicable at the time of that installation as set out on the website at [www.mcscertified.com](http://www.mcscertified.com) (or other such location as notified from time to time).
13. You will at all times preserve, promote and not undermine the goodwill, reputation and integrity of the MCS Mark, the Microgeneration Certification Scheme (MCS) or the MCS Company and shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the MCS Mark, the MCS, or the MCS Company.
14. You will, on request, allow the MCS Company from time to time or their representatives such access to your employees, premises, systems and records as may be required in connection with this Agreement.
15. Without prejudice to any other rights or remedies we may have under this Agreement or otherwise, we or the MCS Company may suspend or terminate this Agreement by immediate notice in writing to you and without being liable to you for payment of compensation if:
  - (a) you commit a material breach of this Agreement and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being given written notice by us or the MCS Company to do so;
  - (b) you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify our or the MCS Company's opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement;
  - (c) you fail to comply with the Installation Standards and, having been notified in writing by us or the MCS Company of the requirement to do so, you fail to take (at your cost and within a reasonable time) (i) remedial action in respect of such failures as have already occurred and (ii) pre-emptive measures to ensure that such failures do not recur after the receipt of such notification;
  - (d) you suspend or threaten to suspend payment of your debts or you are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed liable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
  - (e) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up or for the appointment of an administrator over any of your assets;
  - (f) you cease or threaten to cease to carry on business;
  - (g) you challenge the validity of the MCS Mark;
  - (h) we shall, for any reason, cease to have the right to grant licences in respect of the MCS Mark;
  - (i) you fail to comply with a request to seek redress or resolution of a dispute by a consumer through Alternative Dispute Resolution (ADR) or you fail to comply with the determination of an ADR provider;
  - (j) you represent yourself or any of your services as being certified under the MCS when this is not the case;
  - (k) the MCS Company determines, in its sole discretion, that you have acted in a way that is detrimental to or inconsistent with the good name, goodwill, reputation or image of the MCS, or the MCS Company; or

- (l) we or the MCS Company give(s) you not less than three months' written notice.
16. Upon the suspension or termination of this Agreement you shall cease to use the MCS Mark, remove or obliterate it from all points of use and do nothing which might lead any person to believe that you are still licensed to use the MCS Mark.
  17. For the avoidance of doubt, where this Agreement is suspended or terminated in accordance with clause 15 above, the MCS Company shall have no liability towards you in respect of such suspension or termination (including but not limited to in respect of any loss of profits as a result of inability to trade).
  18. This Agreement shall be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with English law.
  19. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales in relation to all matters (including non-contractual matters) arising out of or in connection with this Agreement.

### **Annex C3: TrustMark Registered Firm License Agreement**

This agreement is between:

- (1) NAPIT Certification Ltd (“we”, “us”, “our”); and
- (2) The Certified Installer (“you”, “yours”, “yourself”)

By applying to, and remaining certified within, our Scheme you agree to be bound by and comply with the terms of this Agreement.

The above parties agree:

1. We grant you a non-exclusive license to use the trade marks in relation to our Scheme in accordance with the TrustMark Brand Identity Guidelines, provided that such use is limited to the trade sectors for which you are approved and is subject to this Agreement. Your right to use the trade marks will continue until this Agreement is terminated in accordance with paragraph 4 below.
2. You must comply with the TrustMark Brand Identity Guidelines and at all times preserve the reputation and integrity of the TrustMark Scheme. You must not engage in any activity or practice which may result in public criticism of us, our Scheme or the TrustMark Scheme.
3. You must comply with our Scheme rules and/or the code of practice and the current TrustMark Scheme requirements.
4. In consideration of this license, you must actively promote awareness of the TrustMark Scheme amongst consumers and the trade.
5. We may terminate this Agreement (without, for the avoidance of doubt, you being eligible for compensation) by immediate written notice to you if:
  - a) our Scheme ceases to be part of the TrustMark Scheme and/or ceases to have the right to use the trade marks;
  - b) you cease to participate in the Scheme;
  - c) you go into liquidation or an administrative receiver or receiver and manager of administration 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;
  - d) you commit a breach of this Agreement and, following out disciplinary processes, we conclude that this licence should be withdrawn;
  - e) you challenge the validity of the trade marks or any of them.
6. Termination of this Agreement 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. If for whatever reason this Agreement terminates, to protect the reputation of the TrustMark Scheme and ensure its continued operation:
  - a) you must immediately cease use of the trade marks
  - b) you must not purport to be associated with the TrustMark Scheme
8. Both the Secretary of State and TML may enjoy the benefit and enforce the terms of [this Agreement] [Clause 6] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
9. The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules.

## Annex C3, Schedule 1:

### 1. Definitions

<i>Expression:</i>	<i>Meaning:</i>
"Brand Identity Guidelines"	such branding guidelines as may from time to time be issued by TML (as amended from time to time by TML in its sole discretion);
"Our Scheme"	the NAPIT TrustMark quality scheme operated by us;
"Secretary of State"	the Secretary of State for Business, Innovation and Skills of 1 Victoria Street London SW1H 0ET;
"trade marks"	the certification trade mark(s) detailed in Schedule 2 of this Agreement;
"TML"	TrustMark (2005) Limited (Company Registration No 5480144) whose registered office is at The Arena Business Centre, The Square, Basing View, Basingstoke, Hampshire RG21 4EB;
"TrustMark Scheme"	a scheme to encourage the adoption of agreed minimum service standards for firms in the building services sector, and implement them by approving compliant quality standards

### 2. Use of the Trade Marks

- 2.1 We make no warranties about the trade marks and reserve the right to substitute, add to and/or withdraw those trade marks and other indicia which comprise the trade marks if they can no longer be used. In such circumstances, you must use any substituted marks in accordance with the terms of this Agreement, and you will not be eligible for any compensation for such substitution.

### 3. Infringement of the Trade marks

- 3.1 If you learn of any unauthorised use of the trade marks or if you become aware that the trade marks are being used in a way which is not consistent with the TrustMark Brand Identity Guidelines or of any action detrimental to the trade mark, you must immediately notify us in writing
- 3.2 You may not bring proceedings relating to any infringement of the trade marks and any decision to bring or defend any proceedings whether for infringement or otherwise in relation to the trademarks is at our sole discretion.
- 3.3 You must fully cooperate with us and such other parties as we reasonably require, in any infringement proceedings.

### 4. Assignment and Sub-licensing

- 4.1 This Agreement is personal to you. You must not transfer all or any part of your rights or obligations under this Agreement
- 4.2 We may assign, transfer and novate the benefit and burden of this Agreement and we may delegate any of our obligations under this Agreement

**Annex C3, Schedule 2:**

## The Trade Marks

Trade Mark	Application No	Classes	Date of Application
TrustMark	2391436	37, 40, 44	10.05.2005

Class 37: Building construction, maintenance and repair; cleaning services; installation of air-conditioning apparatus, boilers, burglar alarms, conservatories, drains, electric wiring and equipment, insulation, fire alarms, stair lifts, heating equipment, irrigation devices, kitchen equipment, sanitation, telephones and telecommunications cabling, windows and glazing; maintenance and repair services relating to all the aforesaid; roofing, plumbing, damp-proofing services; plastering and rendering; paving and other hardscaping services; fencing; painting and decorating; joinery, carpentry; scaffolding services.

Class 40: Timber treatment services.

Class 44: Gardening, landscape gardening and tree surgery and consultancy.

Together with any additional or substitute trade marks, which TML shall from time to time deem suitable or necessary.

**Annex C3, Schedule 3:**

## Brand Identity Guidelines

The current TrustMark Brand Identity Guidelines are available for Scheme Operators and Registered Firms to view on the TrustMark website: [www.trustmark.org.uk](http://www.trustmark.org.uk)