

Rules for certification of electrical installers

EAS Certification (effective from 30 June 2014)



Introduction

NAPIT Certification offers certification of enterprises carrying out electrical installation work. The main scheme requirements are documented in the IET publication EAS12-304 "Electrotechnical Assessment Specification for use by Certification and Registration Bodies, October 2012" (hereafter referred to as the EAS document). The scope of the scheme includes the design, construction, maintenance verification and/or inspection and testing of electrical installations up to 1kV within the following work categories:

- A1 *Electrical installations in buildings and other industrial locations*
 - A1.1 *Dwellings*
 - A1.2 *All other*

Applicants for scope A1.1 in England and Wales will be required to meet the requirements of Part P of the Building Regulations, described in Appendix 6 of the EAS document and may be further defined as:

- Full-Scope – any electrical installation work in dwellings (level A)*
- Defined-Scope – electrical work undertaken in connection with, or ancillary to other work (level B)*

The current version of the EAS document is published on the website www.theiet.org 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 EAS/APL/0010 (and any other forms referenced on the application form).
- 1.2 Applications can be made from electrical installation members of, or applicants to, the NAPIT Registration Scheme, there are no additional fees for application for certification. Other applicants will be subject to assessment and certification fees. For the avoidance of doubt it should be noted that the NAPIT Registration Scheme has a wider scope than the certification available here, such additional activities are not covered by any certification granted under NAPIT's scope of UKAS accreditation.
- 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 EAS document Section 15.
- 2.2 Assessment will cover both company requirements and an inspection of electrical 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.

Electrical Installer Certification Scheme

- 2.3 Technically competent operatives (referred to as either qualified supervisors or responsible persons in different parts of the EAS document) must be present during the assessment of installation work. The Principal Duty Holder 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 provided in accordance with the EAS document Section 18.
- 3.2 Certification will be demonstrated by the issue of a NAPIT certificate indicating the scope of approval and the expiry date of the certification.
- 3.3 All certificate holders will be listed via the NAPIT website.
- 3.4 Certificate holders working in England and Wales with a scope A1.1 (dwellings) will be registered under the Building Regulations (Part P) and will be listed on the national website 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 (and hence not being eligible to self-certify work as compliant with the Building Regulations) should inform NAPIT of this in writing.
- 3.5 Subject to clause 8 below certificate holders working in England and Wales with a scope of A1.1 (dwellings) and on the Competent Persons Register for full-scope work (level A) will be listed on the national website www.electricalcompetentperson.co.uk . Certificate holders not wanting their contact details provided to consumers on this website should inform NAPIT of this in writing.

4. Maintaining Certification

- 4.1 Continuing certification is subject to satisfactory surveillance assessments which are conducted in accordance with the EAS document Section 14 (which also covers circumstances under which additional surveillance may be required at the certificate holder's cost). To allow flexibility, the actual surveillance event can at NAPIT's discretion be brought forward by up to 2 months or delayed by up to 4 months from it's due date, but subsequent due dates will be based on the original due date.
- 4.2 NAPIT will issue new certificates on the expiry of certification subject to 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, or may be cancelled (or amended) in the event of any of the circumstances described in the EAS document Section 20.
- 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 of the scheme and shall take all reasonable steps not to make misleading claims regarding the scope of work that had been covered by certification.

6. Appeals

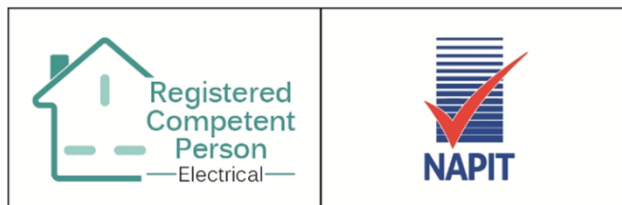
- 6.1 Assessed companies can appeal against any decision of NAPIT in respect of their application or certification.
- 6.2 Both the appellant and NAPIT shall act in accordance with the EAS document Section 21.

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 guidance document EAS/SCH/0011 any other guidance that we may provide; provided that such use is limited to the scope of your Certification. You are permitted to use the Electrical Competent Person logo (ECPSO Mark) as described in, and subject to the requirements of, clause 8 below. 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 as detailed in the application and renewal forms for 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. Registered Competent Person (Electrical) ECPSO Mark User Agreement

- 8.1 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 8.10 below.
- 8.2 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.



- 8.3 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 under the terms and conditions set out below.

8.4 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 8.9;
Registered Mark	the ECPSO Mark identified in 8.2 above;
Territory	England and Wales.

8.5 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.

8.6 Our Rights

- 8.6.1 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.
- 8.6.2 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.

8.7 Grant of a Sub-Licence and your Obligations

- 8.7.1 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.
- 8.7.2 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.

Electrical Installer Certification Scheme

- 8.7.3 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, publication of your transgression and/or legal action.
- 8.7.4 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.

8.8 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.

8.9 Notices

- 8.9.1 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.
- 8.9.2 Notice shall be deemed to have been received by the addressee within 72 hours of posting.

8.10 Termination

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

- 8.10.1 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;
- 8.10.2 You cease to be certificated and registered by us as an Electrical Competent Person;
- 8.10.3 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;
- 8.10.4 You challenge the validity of the Registered Mark;
- 8.10.5 We, for any reason, cease to have the right to grant licences in respect of the Registered Mark;
- 8.10.6 We give you not less than three months written notice.

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

- 9.1 NAPIT's authorisation under the Building Regulations 2010 allows enterprises who are registered, in accordance with clause 3.4, 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.
- 9.2 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.
- 9.3 Information submitted on the system must be accurate regarding the location and nature of work being notified and the customer details submitted.
- 9.4 The system is based on an account balance which must be in credit to allow notification.
- 9.5 It is your responsibility to ensure that you only notify work that is included on your Certificate of Approval.