

PRIVATE RENTED SECTOR SCHEME RULES (ENGLAND)

INTRODUCTION

NICEIC and ELECSA provide certification services to Businesses that undertake electrical work in compliance with the standard BS 7671 and related codes of practice. This Scheme has been introduced to support Businesses that wish to undertake Periodic Inspection and Testing Work in the Private Rented Sector (PRS) in England.

A Business directly carrying out Periodic Inspection and Testing Work in the Private Rented Sector in England and wishing to be assessed in accordance with these Scheme Rules Relating to Registration, may make an application for Registration to NICEIC or ELECSA. A Business may be granted certification if its Business resources and Periodic Inspection and Testing Work are assessed and found to meet the requirements of these Scheme Rules. Continued registration will be subject to surveillance confirming that the Business is compliant with the requirements of these Scheme Rules.

The Private Rented Sector Scheme is only available to Businesses that are already registered on a NICEIC or ELECSA electrotechnical registration scheme.

DEFINITIONS

1. In these Rules

An Electrical Inspector means a person that possess the necessary technical knowledge, skill and experience for the nature of the Periodic Inspection and Testing Work undertaken and is able to prevent danger and where appropriate injury.

Applicant means a Business applying for certification.

Business means a sole trader, partnership, private limited company, public limited company, public body or other legal entity carrying out Periodic Inspection and Testing Work.

Certificate means a certificate awarded by NICEIC or ELECSA under Rule 8 of these Scheme Rules.

Electrical Inspector means a named individual meeting the competence requirements and registered on a Private Rented Sector Scheme

ELECSA means Certsure LLP trading as ELECSA.

NICEIC means Certsure LLP trading as NICEIC.

NICEIC and ELECSA Forms means forms of reporting bearing NICEIC or ELECSA Logo.

Notification by NICEIC or ELECSA means the despatch of any document to the Head Office and/or any contracting branch of a Business or Applicant.

Our, Us or We means Certsure LLP trading as NICEIC and ELECSA.

Periodic Inspection and Testing Work means the inspection and testing of electrical installations in dwellings in the Private Rented Sector in England within the scope of BS 7671.

Principal Duty Holder (PDH) means a person appointed by the Business who is a principal or employee of the Business having an understanding of, and day to day responsibility for, the health and safety and other statutory requirements relating to the electrical work undertaken.

PRS Register of Electrical Inspectors for the Private Rented Sector means the register of Business possessing a valid Certificate of Registration maintained and published by NICEIC or ELECSA.

Qualified Supervisor means a person, proposed by the Business and subject to acceptance and surveillance assessment by NICEIC or ELECSA, who is available on a full time basis and who has specific responsibility on a day to day basis for the safety, adherence to technical standards and has a minimum of two years Technical Responsibility.

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

Registration means the inclusion of a Business' Trading Title in the Register.

Scheme Rules means NICEIC and ELECSA's Rules relating to Registration as updated from time to time.

Sub-Contracting means giving contractual responsibility to another Business for ensuring the Periodic Inspection and Testing Work complies with the current edition of BS 7671.

Suspension means the Business's details will be held as inactive, details will be removed from all public registers and the Business shall cease to advertise as 'Registered', removing all trademarks and logo's while in the process.

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

You means an Applicant or Business which has been assessed in accordance with the Scheme Rules and possesses a valid NICEIC or ELECSA Certificate of Registration.

APPLICATION FOR CERTIFICATION

2. Applications for Certification

- (1) A completed application in the form prescribed by Us shall be submitted by the Business. The principal address of the Business will be registered as the Head Office.
- (2) By applying for Certification, the Applicant undertakes to comply with these Scheme Rules. We agree to comply with these Scheme Rules and to notify the Business of any amendments within a reasonable time.

3. Fees and Charges

- (1) Our financial year ends on 31st March. We may, from time to time, prescribe and publish fees and charges which together with VAT as may be payable thereon. All payments shall be payable within thirty days of the day notified.
- (2) A fee may be payable in respect of each application for Certification and shall accompany the application. The fee covers the administrative cost involved in processing the application and the initial assessment of You.
- (3) A fee shall be payable for any additional assessments in connection with the Certification. All fees and charges relating to a Certification shall be in accordance with rule 3(1).
- (4) All fees and charges relating to the application will be retained by Us irrespective of the outcome.
- (5) If You fail to provide facilities for an assessment visit for which You have been given reasonable notice, or cancel an arranged assessment visit by giving Us less than twenty one days' notice of cancellation, or fail to comply with rule 6, You shall remain responsible for payment of the fee.
- (6) Any charges for additional affinity services (such as training and goods) shall be paid in accordance with the payment terms above.

4. Requirements for Certification

- (1) A Business may apply for registration on the PRS Register of Electrical Inspectors if it:
 - (a) is already registered on a relevant Certsure Electrotechnical Scheme; and
 - (b) has documentation and records appropriate to the range and scale of Periodic Inspection and Testing Work in the Private Rented Sector in England undertaken. This shall include:
 - BS 7671* Requirements for Electrical Installations (IET Wiring Regulations),
 - Associated guidance material* as prescribed by Us,
 - Appropriate British Standard* and other Industry Codes of Practice*It will also include prescribed forms of reporting, and evidence of the prescribed public liability insurance and professional indemnity cover for the range of Periodic Inspection and Testing Work in the Private Rented Sector in England undertaken; and
 - (c) has available for assessment sufficient Periodic Inspection and Testing Work in the Private Rented Sector in England that is of a standard acceptable to Us. This standard shall conform with BS 7671*, appropriate British Standard* and relevant Industry Codes of Practice*; and
 - (d) has a system in place to ensure that appropriate prescribed forms of reporting are issued for all completed Periodic Inspection and Testing Work in the Private Rented Sector in England in accordance with the requirements of BS 7671*; and
 - (e) employs only Electrical Inspector(s) to carry out Periodic Inspection and Testing Work who are adequately and appropriately supervised; and
 - (f) has test instruments appropriate to the range and scale of Periodic Inspection and Testing Work completed in the Private Rented Sector undertaken and maintains records of ongoing accuracy and records of all test instruments used for reporting purposes; and
 - (g) has a documented health and safety policy statement and carries out risk assessments as appropriate; and
 - (h) maintains a record of all complaints received about the technical standard of Periodic Inspection and Testing Work, together with a record of the corrective action, if any, taken to resolve those complaints; and
 - (i) has appointed a Principal Duty Holder and has proposed one or more Electrical Inspectors, as may be required by Us. An applicant may propose the existing Qualified Supervisor also to be an Electrical Inspector.

*Current edition

5. Personnel

- (1) The Principal Duty Holder is responsible for:
 - (a) all matters relating to registration and is the main point of contact for all communication with Us; and
 - (b) maintaining the standard and quality of the Periodic Inspection and Testing Work carried out or managed by the Business and for the assignment of Periodic Inspection and Testing Work to an Electrical Inspector; and
 - (c) ensuring systems are in place whereby all Periodic Inspection and Testing Work completed in the Private Rented Sector undertaken is carried out by Competent Persons who are adequately and appropriately supervised, and that the required forms of certification have been issued for all completed Work.
- (2) The Electrical Inspector is responsible for:
 - (a) the technical standard of their Periodic Inspection and Testing Work; and
 - (b) fulfilling the training and/or experience requirements as prescribed and published by Us; and
 - (c) being conversant with the Electricity at Work Regulations*, BS 7671*, associated guidance material* as prescribed by Us, appropriate British Standard* and other Industry Codes of Practice*; and
 - (d) being well versed in the inspection, testing, and reporting procedures for Periodic Inspection and Testing Work undertaken by the Business; and
 - (e) safeguarding Our branded forms against loss or theft and unauthorised use; and
 - (g) ensuring that results of inspection and testing are properly recorded on the prescribed forms of reporting having reviewed and confirmed the results for acceptability.

*Current Edition

6. Application Assessment

- (1) Every Applicant shall permit Our appointed representative to complete the assessment process by assessing the Applicant's test instruments, documentation, records and Periodic Inspection and Testing Work completed and in progress. This shall include all the items referred to in Scheme Rule 4, together with such other items as may be prescribed and published by Us from time to time.
- (2) Every Applicant shall present to Our appointed representative a list of all Periodic Inspection and Testing Work completed during the previous 12 months and of all Periodic Inspection and Testing Work in progress and make available the reports relating to that work.
- (3) Every Applicant shall provide facilities for such assessments, including transport, tools, plant, test equipment and access to its place of Business and to the Periodic Inspection and Testing Work selected for assessment.
- (4) The extent of assessment shall be prescribed by Us considering the range, scale and geographical spread of the Periodic Inspection and Testing Work carried out or managed by the Business.
- (5) Each proposed Electrical Inspector shall be present throughout assessment visits as required by Us. The Principal Duty Holder shall be present for the initial briefing and for the closing meeting. No other person shall be present during the assessments without the express prior agreement of Our appointed representative or us.
- (6) When requested by Us, an applicant shall provide access and facilities for Witnessed Assessments to be undertaken, for example by the United Kingdom Accreditation Service (UKAS).
- (7) All electronic recording devices are switched off for the duration, it is not permitted that any part of the assessment is recorded electronically.

7. Appraisal of Application

- (1) When considering an application, We may at our discretion decide to:
 - (a) grant registration; or
 - (b) defer further consideration of the application for a period if insufficient Periodic Inspection and Testing Work was available for assessment or the applicant otherwise failed to meet the requirements of Scheme Rule 4. Under these circumstances a further assessment of the applicant may be necessary for which a charge will be payable in accordance with Scheme Rule 3; or
 - (d) reject the application.
- (2) An application for certification may be cancelled by Us twelve months after the date of the application if the applicant has not complied with the requirements of Scheme Rules 4, 5, 6 and 7.

CERTIFICATION

8. Effect of Certification

- (1) When certification is granted, the Trading Title of the Business shall be included on the applicable Register(s) of Certificated Businesses.
- (2) Registration shall be effective from the date that We are satisfied that the required certification requirements and scheme rules have been met. Subject to continued compliance with these Scheme Rules, registration shall subsist without renewal until 12 months after the date of initial registration is granted.

9. Conditions for Continued Certification

- (1) You are eligible for continued registration whilst:
 - (a) we are satisfied that You continue to comply with the Scheme Rules published, updated and notified by Us from time to time and;
 - (b) payment of all fees is made within 30 days of the due date.
 - (c) contact information for your Business is kept up to date by You and all changes notified to Us immediately.
- (2) Your continued registration is confirmation of your acceptance to any changes made to the Scheme Rules and requirements.

10. Sub-contracting

- (1) You shall not sub-contract Periodic Inspection and Testing Work in the Private Rented Sector without prior agreement from the person ordering the work.
- (2) You shall permit the assessment of and accept full responsibility including any liability arising under Scheme Rule 14 for Periodic Inspection and Testing Work in the Private Rented Sector sub-contracted to another party.
- (3) Where You sub-contract Periodic Inspection and Testing Work in the Private Rented Sector, that work shall be carried out in its entirety by a Business that holds a current Certificate covering the range of work sub-contracted, issued by a certification body accredited by UKAS to ISO/IEC 17065:2012.

11. Use and Misuse of Our Forms, Marks and Certificate of Certification

- (1) You are entitled to a Certificate of Certification incorporating a Certification number and, for so long as it is certified, to advertise that fact.
- (2) You shall at all reasonable times be prepared to produce your Certificate of Certification for assessment by Our appointed representative upon request.
- (3) We are the owner of the Our Trademarks. All right, title and interest in Our Trademarks including any reputation and goodwill as may accrue as a result of use of Our Trademarks by You is reserved to and shall belong absolutely to Us.

- (4) Subject to the conditions set out in the Scheme Rules, You are granted a non-exclusive licence to use Our Trademarks and Our Registration Mark in relation to Periodic Inspection and Testing Work for as long as You remain on the Register(s) of Certificated Businesses for Periodic Inspection in the Private Rented Sector.
- (5) You shall not use Our Trademarks or Our Certification Mark in conjunction with any trading name other than your Trading Title registered with Us.
- (6) You shall use Our Trademarks, Our Certification Mark and Our Forms only at the Business Head Office or Branches that are on the Register. Our Trademarks and Our Certification Mark may not be used by, or in connection with, a Branch that is not on the Register for Periodic Inspection and Testing is not carried out.
- (7) You are permitted to confirm by the use of advertisements, Business stationery, invoices, certificates or report forms etc. bearing Our Trade Marks, Our Certification Mark or by use of Our Forms that it is approved by Us for work included within the scope of your Certification.
- (8) We may, from time to time, issue further binding instructions on the use of Our Trademarks and Our Certification Mark by You. You shall comply with any such instructions.
- (9) Our forms shall be issued only for Periodic Inspection and Testing of Domestic Electrical Installations in the Private Rented Sector Work carried out or managed by You.
- (10) You shall safeguard all unused Forms to prevent their misuse.
- (11) You shall notify Us in writing immediately on discovery of any loss or theft of Our Forms.
- (12) You shall not issue Our Forms in respect of Periodic Inspection and Testing Reporting Work unless You carried out the work that is the subject of the branded Form.
- (13) When offering to undertake Work not included within the scope of your Certification, You shall not imply by the use of advertisements, Business stationery, invoices, certificates or report forms etc bearing Our Trade Marks, Our Logos or Our Registration Mark that You are approved by Us for that work.
- (14) If your Trading Title is removed from the Register for whatever reason, your licence to use Our Trademarks and Our Registration Mark will cease with immediate effect and You will retain no rights in Our Trademarks or Our Registration Mark. You shall immediately cease all use of Our Trademarks and Our Registration Mark. Immediately upon notice to be removed from the Register, You shall not use or display, or permit to be used or displayed, reproduce, print or replicate any of Our Trade Marks or Our Registration Mark in any form or on any material whatsoever.

12. Change of Certification Particulars or Transfer of Certification

- (1) You shall give written notice to Us of any change of legal constitution, Trading Title, address, Principal Duty Holder, Electrical Inspector or other significant particulars or declarations upon the basis of which certification was granted. Such notice shall be given within thirty days of any such change becoming effective. Following such change, continued registration and certification shall be at Our discretion.
- (2) Where, notwithstanding a change of legal constitution or Trading Title, You remain unchanged in all other material respects, We may at Our discretion grant a transfer of Certification. The Business to which registration is transferred shall sign an undertaking that it will comply with the Scheme Rules and accept full responsibility for the Periodic Inspection and Testing Work undertaken by the previous holder of the Certification. Where a partnership is dissolved, Certification may be transferred to a new Business comprising one or more of the former partners subject to the written agreement of all the former partners and Us.
- (3) Where in Our opinion the changes are such that the conditions under which Certification was granted are significantly affected, You shall, if We so require:
 - (a) make a new application for certification; or
 - (b) make facilities available, as required by Scheme Rules 13 for an additional assessment of You to be made to confirm continued compliance with these Scheme Rules.
- (4) Where there is a significant change in the range of Periodic Inspection and Testing Work undertaken by You, You shall notify Us without delay and, if We so require:
 - (a) make a new application for certification; or
 - (b) make facilities available, as required by Scheme Rule 13 for an additional assessment of You to be made to confirm continued compliance with the Scheme Rules; or
- (5) Registration with the appropriate Certsure scheme will be required if You undertake Periodic Inspection and Testing Work beyond the scope of Certification.
- (6) Where a Principal Duty Holder ceases to be employed in that capacity, You shall advise Us without delay and, within 30 days of the change, provide a declaration on the form prescribed by Us to confirm that a suitable replacement has been appointed.
- (7) Where an Electrical Inspector ceases to be employed in that capacity, You shall advise Us within 30 days of the change, provide a declaration on the form prescribed by Us to confirm that all Periodic Inspection and Testing Work in the Private Rented Sector is, and will continue to be, undertaken by a named Competent Person. A replacement Electrical Inspector shall be proposed within 60 days of a former Electrical Inspector ceasing to be employed in that capacity. A replacement Electrical Inspector accepted by Us shall be employed in that capacity within 120 days of the former Electrical Inspector ceasing to be employed in that capacity.
- (8) Fees and charges paid in respect of change of Certification particulars or transfer of certification are not refundable.

13. Surveillance

- (1) For the purpose of determining your continued eligibility for Certification, You shall undergo surveillance at such times as We shall require, based on the range, scope, personnel and geographical spread of the Electrical Inspection Work undertaken.

- (2) During each assessment, You shall produce to Our appointed representative a list of all Periodic Inspection and Testing Work completed in the Private Rented Sector since the previous assessment and of all Periodic Inspection and Testing Work for the Private Rented Sector in progress and make available the reports relating to that work.

You shall permit Our appointed representative to assess the items referred to in Scheme Rule 4, duplicates of all prescribed forms of reporting issued, all Periodic Inspection and Testing Work completed in the Private Rented Sector since the previous assessment and in progress and any other items as may, from time to time, be prescribed and published by Us. You shall provide facilities for assessments including transport and test equipment and shall arrange access to the Periodic Inspection and Testing Work selected for assessment.

The Principal Duty Holder (PDH) and each Electrical Inspector shall be present for the assessment in accordance with Scheme Rule 6(5). During the periodic assessment, the Electrical Inspector shall demonstrate compliance with Scheme Rule 5(2).

- (3) The cancellation by You of two or more scheduled assessments may lead to a review of your Certification, which may lead to Cancellation of Certification under Rule 17.
- (4) Where You are found not to comply with these Scheme Rules, We shall notify You of the non-compliances, which may necessitate Us carrying out further assessments. You shall be responsible for your own costs and for payment of Our charges for further assessments as published by Us. Where Our appointed representative identifies non-compliances, You shall undertake appropriate corrective action.
- (5) Where You fail to provide facilities for an assessment visit for which reasonable notice has been given, or cancel an arranged assessment by giving less than 21 days' notice, or fails to comply with Scheme Rule 6(5), You shall be responsible for payment of Our charges as published by Us.
- (6) When requested by Us, You shall provide access and facilities to organisations such as the United Kingdom Accreditation Service (UKAS) to witness assessments by Us.
- (7) Recording of assessments is not permitted in any way, all electronic recording devices must be switched off for the duration.

14. Complaint Resolution

- (1) Where a complaint is received by Us alleging that the standard of Periodic Inspection and Testing Work undertaken by You is below that required by Scheme Rule 8, You shall co-operate with our Complaint Resolution process, including investigation, the return of documentation and attending Site Inspections within the timescales set by Us.
- (2) If required, You shall be expected to accept a Site Inspection from a selection of dates given to You by Us. To facilitate Site Inspections to be carried out by Us, You will need to provide transport, test equipment and access for the work to be inspected also providing documentation relating to the work. The Electrical Inspector or Principal Duty Holder, where appropriate, shall be present at these Site Inspections. The complainant or their representative is entitled to be present during such Site Inspections, but no other person shall be present without prior agreement by Us.
- (3) We may at Our discretion facilitate a Site Inspection without your attendance when investigating a complaint.
- (4) Where as a result of such Site Inspections it is shown to our satisfaction that the standard of your Periodic Inspection and Testing Work is below that required by Scheme Rule 8 You shall at your own expense, take remedial action within the specified timescales set by Us. In addition to your own costs You shall meet Our costs, including those relating to the Site Inspections as published by Us.
- (5) If You do not take such remedial action within the specified time, We may appoint another Business to undertake the remedial action and You shall be liable to reimburse Us for all costs incurred.
- (6) We may at our discretion appoint another Business to undertake Site Inspections, and/or to undertake any necessary remedial work. Where We decide that a complaint is justified, the Business responsible for the works shall be liable to reimburse Us for all costs incurred.

15. Suspension of Certification

- (1) Businesses can request to suspend their Certification, this is termed voluntary suspension, this request will be reviewed against the scheme requirements prior to action and upon request to lift this voluntary status.
- (2) We may, suspend with immediate effect, your Trading Title from the Register of Certificated Businesses for Periodic Inspection and Testing Work in the Private Rented Sector if:
 - (a) You have failed to notify Us of any change of legal constitution, Trading Title or other title, addresses or Principal Duty Holder or Electrical Inspector, as required by Rule 12; or
 - (b) You have failed to make payment to Us of the prescribed charges as required by Rule 3 and 10; or
 - (c) You have failed to provide surveillance facilities, as required by Rule 13; or
 - (d) You have failed to accept assessments to the extent prescribed by Us having regard to the range, scale and geographical spread of work undertaken as required by rule 13; or
 - (e) You have sub-contracted work other than in accordance with Rule 10; or
 - (f) You have failed to respond to Us and/or taken corrective action in connection with a complaint within the specified timescale as required by scheme rule 14; or
 - (g) You have failed to reimburse Our costs incurred in employing another Certified Business to resolve a complaint about the technical standard of Periodic Inspection and Testing Work completed in the Private Rented Sector as required by Rule 14; or
 - (h) You have made any wilful misrepresentation in connection with your registration, certification; or
 - (i) You have culpably or negligently created, or caused to be created, a risk to life or limb or a serious hazard through the use, in Periodic Inspection and Testing Work in the Private Rented Sector, of faulty or unsuitable equipment; or by faulty workmanship; or
 - (j) You have carried out Periodic Inspection and Testing Work in the Private Rented Sector below the standard required by Rule 4; or
 - (k) You have performed any act which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
 - (l) You have made use of the Certificate of Registration or Our Trademarks, Logos or Certification Mark in a manner which, in Our opinion, is likely to bring Us into disrepute; or

- (m) You are unable to pay your debts as they fall due, or suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:
 - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
 - a composition, assignment or arrangement with any of its creditors; or
 - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of You or any of your assets; or
 - the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of You or any other agreement or arrangement having similar effect; or
 - any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within 7 days; or
- (n) In Our opinion the nature of your work has changed, or You shall cease to trade or if there be any change in the ownership of your Business' Trading Title which affects the conditions under which You were registered; or
- (o) You have failed to appoint a replacement Principal Duty Holder as required by Scheme Rule 12; or
- (p) You have failed to employ an Electrical Inspector or an appropriate number of Electrical Inspectors or failed to take the required action, as required by Scheme Rule 4(j) and Scheme Rule 12; or
- (q) You have committed any other breach of the obligations imposed by these Scheme Rules; or
- (r) You have failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed.

- (3) Before moving to Cancellation of Registration, a review will be completed by Us, once we have confirmed the Business's breach of these Rules, action will be commenced as advised in Scheme Rule 16.
- (4) A Business' certification which is suspended shall not be transferred to another Business.
- (5) Notwithstanding the requirements of Confidentiality and Data Protection, We may at Our discretion make public the suspension of an Registered Business' Trading Title from the Register and advise of the Scheme Rule(s) breached.
- (6) Suspension of certification will not affect any existing rights and/or claims by Us against the Business and will not relieve you from fulfilling obligations accrued.
- (7) For whatever reason Registration is suspended Our reputation must be protected therefore your Business must immediately cease all use of Registration Marks, Trademarks and Certification Logos.

16. Cancellation of Certification

- (1) We may, at any time, remove your Trading Title from the Register of Certificated Businesses for Periodic Inspection and Testing Work in the Private Rented Sector if You fail to make payment of any fees required by these Scheme Rules, within 30 days of the due date. The decision to remove your Trading Title from the Register of Certificated Businesses for Periodic Inspection and Testing Work in the Private Rented Sector under this Scheme Rule shall be notified to You in writing by email or registered post and shall be deemed to become effective at the expiration of 14 days after the recorded date of the communication unless a satisfactory explanation for the non-payment is received by email or registered post within that time.
- (2) We may, at any time, remove your Trading Title from the Register of Certificated Businesses for Periodic Inspection and Testing Work in the Private Rented Sector if:
 - (a) You have failed to notify Us of any change of legal constitution, Trading Title or other title, addresses, Principal Duty Holder or Electrical Inspector, as required by Scheme Rule 12; or
 - (b) You have failed to make payment to Us of the prescribed charges as required by Scheme Rule 3; or
 - (c) You have failed to provide surveillance facilities, as required by Scheme Rule 13; or
 - (d) You have failed to accept assessments to the extent prescribed by Us having regard to the scope, scale and geographical spread of Periodic Inspection and Testing Work completed in the Private Rented Sector undertaken, as required by Scheme Rule 13; or
 - (e) You have sub-contracted work other than in accordance with Scheme Rule 10; or
 - (f) You have failed to respond to Us and/or taken corrective action in connection with a complaint within the requirements required by Scheme Rule 14 or
 - (g) You have failed to reimburse Our costs incurred in employing another Certificated Business to resolve a complaint about the technical standard of Periodic Inspection and Testing Work in the Private Rented Sector as required by Scheme Rule 14; or
 - (h) You have made any wilful misrepresentation in connection with your registration, certification; or
 - (i) You have culpably or negligently created or caused to be created a risk to life or limb or a serious hazard through the use, in Periodic Inspection and Testing Work in the Private Rented Sector, of faulty or unsuitable equipment or by faulty workmanship; or
 - (j) You have carried out Periodic Inspection Work in the Private Rented Sector below the standard required by Scheme Rule 4; or
 - (k) You have performed any act which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
 - (l) You have made use of the Certificate of Registration or Our Trademarks, Logos or Registration Marks in a manner that in Our opinion, is likely to bring Us into disrepute; or
 - (m) You are unable, or admit inability, to pay your debts as they fall due, or suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to it concerning:
 - the suspension of payments, a moratorium of any indebtedness, winding up, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, but excluding a members' winding up for the purposes of reconstruction) of it and in the case of a winding up petition, such petition is not discharged or stayed within 14 days or, if earlier, prior to its advertisement; or
 - a composition, assignment or arrangement with any of your creditors; or
 - the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of You or any of your assets; or
 - the enforcement of any mortgage, charge, pledge, lien, or other security interest securing any obligation of You or any other agreement or arrangement having similar effect; or
 - any attachment, sequestration, distress or execution that affects any of your assets and is not discharged within 7 days; or

- (n) In Our opinion the nature of your work has changed, or You shall cease to trade or if there be any change in the ownership of your Business' Trading Title which affects the conditions under which You were registered; or
 - (o) You have failed to appoint a replacement Principal Duty Holder as required by Scheme Rule 12; or
 - (p) You have failed to employ an Electrical Inspector or an appropriate number of Electrical Inspectors or failed to take the required action, as required by Scheme Rule 4(i) and Scheme Rule 12; or
 - (q) You have committed any other breach of the obligations imposed by these Scheme Rules.
- (3) Before deciding whether or not to remove your Trading Title from the Register of Certificated Businesses for Periodic Inspection and Testing Work in the Private Rented Sector in accordance with Scheme Rule 16 We shall inform You of the alleged breach(es) of the Scheme Rule(s) in writing by email or registered post. We shall afford You an opportunity to offer an explanation in writing by email or registered post within fourteen days of the date of such notification. A review shall be made within a reasonable time following receipt of any such explanation, or if no such explanation is given the removal process will continue.
 - (4) With the exception of removal from the Register of Certificated Businesses for Periodic Inspection and Testing Work in the Private Rented Sector under Scheme Rule 16, a decision to remove your Trading Title from the Register of Certificated Businesses under these Scheme Rules shall be notified to You promptly in writing by email or registered post. After the expiration of twenty-one days from the date of the notification of the decision your Trading Title shall be removed from the Register.
 - (5) The registration of a Certificated Business for Periodic Inspection and Testing Work in the Private Rented Sector cancelled under Scheme Rule 15 shall not be transferred to another Business.
 - (6) Any resignation of a Certified Business must be made to Us in writing by You.
 - (7) Notwithstanding Scheme Rule 18, We may at Our discretion make public the removal of your Trading Title from the Register of Certificated Businesses for Periodic Inspection and Testing Work in the Private Rented Sector and the Scheme Rule(s) breached.

17. Appeals

- (1) You may make an appeal against any decision made by Us to refuse your application for Certification or to cancel your registration as a Certificated Business for Periodic Inspection and Testing Work in the Private Rented Sector, excluding non-payment of fees. The grounds for appeal must be sent to Us, in writing using a signed for service, within 14 days of the date of the notification of the decision.
- (2) We shall make a ruling within a reasonable time scale on the appeal submitted. No person who participated in making the decision being disputed shall participate in Our consideration of your appeal.
- (3) If You do not accept Our ruling in 16(3) above, You may make a final written appeal that will be heard by an appeals committee. The appeal and grounds for appeal including all supporting documentation must be sent to Us, using a signed for service, within 28 days of notification of the ruling.
- (4) The appeal committee shall be made up of individuals that have had no prior involvement with the decision under appeal and we shall notify You of the composition of the appeal committee as soon as practical after they have been appointed.
- (5) The appeal committee shall have full powers to:
 - (a) uphold the appeal and either to reverse or modify the decision appealed against, subject to any conditions that the appeal committee may apply.
 - (b) to reject the appeal.
 - (c) In the absence of any order by the appeal committee to the contrary, each party shall bear its own costs.
- (6) The decision of the appeal committee shall be final, conclusive and binding on Us and You.

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

18. Confidentiality

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

19. Data Protection

- (1) We will manage data in accordance with GDPR and Data Protection Legislation. Data will be stored for certification and registration purposes.
- (2) We may keep and use personal data (such as contact details) about the Business and employees of the Business for all purposes that We require to properly maintain the Register of Certificated Businesses and to ensure compliance with the Scheme Rules, including, but not limited to, the disclosure to third parties of the identity of such officers and employees.
- (3) NICEIC and ELECSA Privacy Policies can be found on the respective Scheme website and You can update your personal communication preferences via Our website, search @Preference Centre on www.niceic.com or www.elecsa.co.uk
- (4) We reserve the right to conduct a credit check on You and we may share information on Our payment experiences with You with third parties.

20. Professional Conduct

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

21. Law and Jurisdiction

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