

# ECS QS CARD

## TERMS AND CONDITIONS

### INTRODUCTION

The following Terms and Conditions apply to all who contact NICEIC/ELECSA to apply for an Electrotechnical Certification Scheme (ECS) "Installation Electrician ECS Gold Card" graded as approved and with Qualified Supervisor (QS) endorsement or to renew or update an existing ECS QS Card. The ECS QS card scheme provides independent recognition of the qualifications and/or experience of QS's working in the electrotechnical industry for an NICEIC/ELECSA registered business.

JIB is responsible for the administration of the ECS card scheme in England, Wales and Northern Ireland.

Applications for ECS QS cards are open to anyone who satisfies the entry requirements to comply with the rules of the scheme. The scheme is affiliated to the Construction Safety Certification Scheme (CSCS) and, where applicable, displays the CSCS logo to show compliance with the CSCS requirement of health and safety awareness for access to construction sites.

### 1. DEFINITIONS

1.1 In these Terms and Conditions

**Applicant** means an eligible individual making an application for an ECS QS card or a company making an application for an ECS QS card on behalf of one or more eligible members of their directly employed staff.

**Application Form** means to provide information for scheme registration to apply for a new, or to renew an existing, ECS QS card.

**Application Information** means documents which may be paper or electronic that may include, but are not restricted to, contact details, qualification, images, references and statements.

**ECS Scheme** means the "Electrotechnical Certification Scheme". The ECS is the electrotechnical industry's qualification and competency scheme for the independent recognition and verification of qualifications, the grading of operatives and access to construction sites through its affiliation to CSCS owned jointly between the JIB and SJIB for the electrical contracting industry. Registration is dependent on the applicant's validated qualifications or experience as defined within the rules of the scheme.

**ECS QS Card** means the card issued under the rules of the ECS scheme offered by NICEIC/ELECSA to which applicants apply to be registered..

**Electronic Form** means the computerised system to transfer application information by email, via the website or any means while in an electronic form.

**Initial Application** means an application for a first scheme registration for the issue of an ECS card.

**Intellectual Property** means without limitation, all rights existing and/or arising from time to time in connection with discoveries, improvements, business methods, technologies, service marks, logos, database rights, and design.

**Online Services** means services available to applicants and ECS QS cardholders through the NICEIC/ELECSA website [www.niceic.com](http://www.niceic.com)

**Renewal Application** means an application to continue scheme registration within three months before or two months after, the expiry of a card already issued under the scheme rules.

**Replacement Application** means an application for a duplicate ECS card identical to a current card already issued under the scheme rules.

'We', 'us', 'our' means NICEIC/ELECSA

### 2. APPLICATION

2.1 By applying an applicant undertakes to NICEIC/ELECSA that if the application is accepted, the applicant will comply with these Terms and Conditions and the ECS QS Card requirements set out by the JIB for the electrical contracting industry..

2.2 By applying the applicant confirms that they have read and will comply with these Terms and Conditions.

2.3 An Applicant shall, at their own expense, supply copies of all documents, materials, information, images and data necessary to process their ECS QS application, when requested, in accordance with these Terms and Conditions.

2.4 NICEIC/ELECSA shall have no liability for any such damage or loss, however caused, including due to negligence.

2.5 An Applicant shall provide accurate documentation that can be verified to support the application.

2.6 Any application may be referred to our Technical Validation team if we have cause to believe the authenticity or accuracy of the information supplied is in question.

2.7 An Applicant undertakes that they will not at any time during the application process be a party, either directly or indirectly, to any act, or matter whereby the NICEIC's/ELECSA's goodwill, reputation, or business may be prejudicially affected or brought into disrepute.

### **3. FEES AND CHARGES**

- 3.1 A fee shall be payable in respect of each application for an ECS QS Card. The fee(s) must be paid by the applicant in full at the time of application.
- 3.2 Value Added Tax, will be payable by the applicant and will be charged at the rate applicable on the application date.
- 3.3 If any applicant or ECS QS cardholder voluntarily withdraws from the scheme, is removed from the scheme or their application becomes void by their own action (or inaction) any fees paid are not refundable. An applicant remains liable for any expenses or costs incurred by making an application or the processing of an application.

### **4. PRE-REQUISITES FOR APPLICATION**

- 4.1 An applicant must be listed as a current QS for an NICEIC/ELECSA registered business and satisfy the minimum technical criteria for the card
- 4.2 An initial applicant and renewal applicant must have passed the ECS Health & safety test within the previous two years
- 4.3 An initial applicant and renewal applicant must supply a passport style photo no more than 12 months old

### **5. APPRAISAL OF APPLICATION**

- 5.1 When considering an application the NICEIC may at its discretion decide to;
  - (a) Approve the application
  - (b) Place on hold for further consideration of the application and/or to request additional information
  - (c) Reject the application
- 5.2 If after 90 days of an application being placed on hold due to missing information and/or fee not being provided by the applicant the application will be considered void and cancelled. Any fees submitted will be retained by NICEIC/ELECSA.
- 5.3 An applicant whose application is cancelled may reapply for the ECS QS scheme with a new application which includes all necessary documents, information and full payment for the card.

### **6. OWNERSHIP OF THE CARD**

- 6.1 All ECS QS cards issued remain the property of the JIB.
- 6.2 The JIB reserves the right to withdraw or cancel any ECS QS card issued at any time.

### **7. CARD VALIDITY**

- 7.1 The time an ECS QS card is valid is from the date of issue and will be for a maximum of 3 years as long as the QS remains with the same NICEIC/ELECSA registered business as a QS.

### **8. CHANGE OF REGISTRATION PARTICULARS**

- 8.1 An ECS QS Card holder is responsible for giving written notice of any change to legal constitution such as Trading title, business address, personal address or contact details within 30 days of any such change becoming effective.
- 8.2 Where a change of trading title is carried out by the registered business the QS must return their existing ECS QS Card and make an application for a renewal card.

### **9. CANCELLATION OF CARD(S)**

- 9.1 NICEIC/ELCESA may, at any time, cancel a card holders ECS QS Card if it is shown to the satisfaction of NICEIC/ELECSA that the cardholder;
  - (a) has any involvement, either directly or indirectly, to any act, or matter whereby the NICEIC's/ELECSA's goodwill, reputation, or business may be prejudicially affected or brought into disrepute;
  - (b) has failed to notify NICEIC/ELECSA of any changes in particulars within 30 day of any such change becoming effective;
  - (c) is connected to a business removed from an NICEIC/ELECSA Electrical scheme;
  - (d) is associated with electrical works which are considered to have created risk to life or limb or a serious hazard through the use of faulty or unsuitable materials or by faulty design or workmanship;
  - (e) has failed to make payment of any fees relating to an initial, renewal or replacement application;
  - (f) has committed any other breach of the obligations set out in these Terms and Conditions.

## **10. APPEALS**

- 10.1 ECS QS card applications are processed based on the verifiable evidence that an applicant provides with their application.
- 10.2 If the QS believes that their ECS QS registration and ECS QS card has been issued incorrectly and wishes to appeal the decision they can do so by providing written representation against the decision made by NICEIC/ELECSA within fourteen days of the date of the notification of the decision.
- 10.3 In all cases the representation and application, as supplied to us, will be reviewed within the rules of the NICEIC/ELECSA Electrotechnical scheme and ECS QS Card Terms and Conditions by person(s) who did not participate in the original decision.
- 10.4 NICEIC/ELECSA's decision is final and conclusive and shall be notified to the QS as soon as a decision is reached.
- 10.5 NICEIC/ELECSA shall have full powers to;
  - (a) Uphold the appeal and either to reverse or modify the decision appealed against
  - (b) Reject the appeal
  - (c) Make such order for payment of the costs of the appeal as it thinks fit

## **11. LOGO**

- 11.1. The ECS and the JIB logos are registered trademarks. Due to the ECS card remaining the property of the JIB the marks can only be used if express approval has been received in writing from the JIB for each and every use of the mark. Requests for the use of the mark must be made in writing to the JIB.
- 11.2. In the case of either of the registered trademarks being used without the JIB's permission, appropriate action will be taken, which may include legal action.

## **12. ONLINE SERVICES PROVIDED BY JIB**

- 12.1. The JIB may make certain online services available to companies and/or individuals through the website. The applicant undertakes to use the online services in accordance with the online services description.
- 12.2. The JIB does not make any guarantee that the online services will be available at all times or that they will be uninterrupted or error free.
- 12.3. An applicant, company and/or individual may not use the website or any of the online services to undertake any act that breaches or may breach any applicable law, is fraudulent, defamatory, discriminatory, obscene, offensive, hateful or harassing, harms or attempts to harm any person, or transmits a virus or other software or code designed to adversely affect the operation of computer software or hardware.
- 12.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a company and or Individual.
- 12.5. The JIB will from time to time work with third parties to deliver the online services on their behalf. These third parties will be bound under the same terms and conditions as set out in this agreement.

## **13. VARIATION OF TERMS AND CONDITIONS**

- 13.1 NICEIC/ELECSA reserve the right to vary these Terms and Conditions at any time. Any changes to these Terms and Conditions will be made available on [www.niceic.com](http://www.niceic.com) and will take immediate effect (unless a later date is specified in the notice).

## **14. DATA PROTECTION**

- 14.1. NICEIC/ELECSA will handle your data in accordance with the Data Protection Act 1998 as updated, extended and modified from time to time ("the Act").
- 14.2. Personal data provided by an applicant will be used for general administration purposes, including but not limited to, processing an application, communicating with the applicant/cardholder about their application or informing the cardholder of issues directly related to their ECS card including reminders at time of renewal.
- 14.3. NICEIC/ELECSA reserves the right to validate information provided by an applicant with the issuing authority or organisations.
- 14.4. Unless the applicant/cardholder requests otherwise, the NICEIC/ELECSA may, from time to time, share personal data (such as contact details) with third parties who have a legitimate interest in receiving it. If the individual is making a request via a third party (e.g. a solicitor) then confirmation will be required that the third party is acting on their behalf.
- 14.5. From time to time NICEIC/ELECSA may contact ECS cardholders to brief them about the relevant activities and developments or products and services relevant to their ECS QS Card registration.
- 14.6. Personal data provided by an applicant will be passed to the JIB for general administration purposes, including but not limited to, processing an application, communicating with the applicant/cardholder about their application or informing the cardholder of issues directly related to their ECS card.

## ***15. PROFESSIONAL CONDUCT***

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

## ***16. LAW AND JURISDICTION***

- 16.1 These terms and conditions shall be governed by English Law.