



# MCS Contractor Scheme Rules

## 1. Introduction

Certsure LLP trading as NICEIC provides third party Certification services to Businesses that undertake work in compliance with the MCS Contractor Certification Scheme requirements. It does so under license from the MCS Service Company.

A Business directly engaged in the supply, design, installation, set to work, commissioning and handover of microgeneration systems and technologies wishing to be assessed in accordance with these Scheme Rules, may make an application for Certification. Where the Business's resources and MCS Work are subsequently assessed and found to meet the requirements of these Scheme Rules, the Business may be granted Certification.

Continued Certification will be subject to Surveillance requirements and the Business's ongoing compliance with these Scheme Rules.

Non-compliance will lead to a review of your Certification, this could in turn lead to Suspension and/or Cancellation of Certification.

The Microgeneration Certification (MCS) Scheme is only available to Businesses that have a valid Installer Agreement in place with the MCS Service Company.

## 2. Definitions

### In these Scheme Rules:

**Assessment/Surveillance** means a review conducted by Us in line with all applicable standards. This may be undertaken remotely, by desktop, onsite or at your Contracting Office address.

**Business** means a sole trader, partnership, private limited company, public limited company, public body or other legal entity.

**Certificate of Certification** means a certificate awarded by Us under these Scheme Rules.

**Certified Business** means a Business which has been assessed in accordance with these Scheme Rules and has a valid Certificate of Certification as a 'MCS Contractor'.

**Certification** means Certification of a Business by Us as meeting the requirements for Certification set out in the Requirements for Certification paragraph of these Scheme Rules, and which otherwise meets the requirements of the Scheme Rules.

**Competent Person** means a person who, has the necessary technical knowledge, skill and experience for the nature of the work included in the scope of Certification, to prevent danger and injury.

**Contracting Office** means an address from which a Business carries out or manages work included in the scope of Certification, and to which correspondence can be posted meeting the requirements of the Economic Crime and Corporate Transparency Act. This must be a physical location. Virtual offices, PO boxes and digital office platforms are not suitable.

**Data Protection Laws** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, including all law and regulations implementing or made under them, any amendments or re-enactment of them and, where applicable, the guidance and codes of practice issued by applicable regulatory bodies.

**Forms** means certificates and reports bearing any of Our Trademark or Scheme Brandmarks.

**Head Office** means the principal place of business of the Business.

**Main Contact** means a person appointed by the Business who is a principal or employee of the Business and has an understanding of, and day to day responsibility for, compliance, Health and Safety and other statutory requirements relating to work undertaken.

**MCS Certification Mark** means the trademark of the MCS Scheme Administrator, made available by the MCS Scheme Administrator pursuant to a separate sub-licence agreement, to indicate that a Business is able to undertake work in compliance with the MCS Contractor Certification Scheme.

**MCS Contractor** means a Business that is responsible for all of the following activities: supply, design, set to work, commissioning and handover of microgeneration systems and technologies and has been certificated in accordance with these Scheme Rules.

**MCS Scheme Administrator** means MCS Service Company.

**MCS Work** means the supply, design, set to work, commissioning and handover of microgeneration systems falling within the scope of MCS and the relevant MIS Standard.

**Notification** means the dispatch of any communication and/or documents by Us, to You.

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

**Register of Certificated Businesses** means a register of Businesses who hold a valid Certificate of Certification maintained and published by Us.

**Registration** means the inclusion of a Businesses Trading Title on the applicable Register(s).

**Scheme** means the MCS Contractor Scheme to which these Scheme Rules apply.

**Scheme Brandmarks** means a Scheme logo made up of Our Trademark with the Scheme descriptor for which your Business is certificated for. Guidance on usage can be found in Our Scheme Brandmark guidelines for NICEIC-certified businesses.

**Scheme Rules** means the Scheme Rules set out in this document as updated from time to time.

**Sub-Contracting** means giving contractual responsibility to another Business for ensuring the MCS Work complies with, and is of a standard not less than that affording conformity with the Certification standards and applicable industry codes of practice (and Sub-Contract and Sub-Contractors will be interpreted accordingly).

**Suspension** means the Business's details will be held as inactive, details will be removed from all public registers and the Business will cease to advertise or hold itself out as being a Certificated Business, and will cease all use of Our Forms and Scheme Brandmarks (including on all materials, websites and promotional materials of the Business)..

**Technical Supervisor** means a Competent Person, proposed by the Business, subject to acceptance and Surveillance by Us, who has specific responsibility for safety, adherence to technical standards, and installation work undertaken by the Business and its quality, on a day to day basis.

**Trademark** means the NICEIC logo and any other trade mark owned by Us (whether registered or unregistered) which has been expressly identified by Us, for the purposes of these Scheme Rules, together with the MCS Certification Mark (the terms on which the MCS Certification Mark can be used being set out in a separate sub-licence agreement with You).

**Trading Title** means the legal name of the Business.

**You** means an Applicant or a Certificated Business.

### 3. Application

3.1 In order to apply for Certification You must:

- (a) complete an application form and submit it to Us detailing each Contracting Office(s) for which Certification is sought or required; and
- (b) provide details of a physical address which meets the definition of a Contracting Office from which you manage work; and
- (c) apply for Certification, and if the application is accepted, You agree to comply with these Scheme Rules; and
- (d) understand that extensions to scope of Certification may be made available to You by Us. Such extensions to Certification may be subject to separate application and Assessment; and
- (e) declare to Us if You have applied for, hold, have held or have had refused or cancelled a previous Certification with any other Scheme; and
- (f) complete the MCS scheme checks with MCS, if successful a Installer agreement and sub-licence will be issued, once approved, you can proceed to assessment.

### 4. Fees and charges

4.1 We will prescribe and publish fees and charges on Our website which together with applicable VAT will be payable in accordance with the payment terms stated on Our invoice.

4.2 A fee will be payable in respect of each application for Certification and on Certification renewal. A fee will also be payable for any additional Assessments in connection with your Certification. The fees and charges described in this paragraph will be as reviewed by Us annually and any updates or changes in the fees and charges will be published on Our website.

- 4.3 All fees and charges relating to the application and ongoing Certification are non-refundable. For the avoidance of doubt, the fee for application of renewal of Certification will not be refundable if that Certification or renewal is not granted.
- 4.4 If You fail to provide facilities for an Assessment for which You have been given reasonable notice, or cancel an arranged Assessment by giving Us less than 21 days notice of cancellation, or fail to comply with application or Surveillance requirements, You will be responsible for payment of Our charges despite the fact that the Assessment or Surveillance has not been carried out.
- 4.5 Any charges and costs incurred between the Business and Us, for affinity services (such as training and goods) will be paid in accordance with the payment terms notified.

## 5. Personnel

- 5.1 A Main Contact role shall be fulfilled by a senior employee of the Business (that employee being contracted to fulfil the full requirements of the Main Contact role, which can only be fulfilled by one individual) who shall be responsible for:
  - (a) all matters relating to Certification and will be the main point of contact for all communication with Us; and
  - (b) maintenance of the overall standard and quality of MCS Work carried out or managed by the Business and for the assignment of work to the Technical Supervisor(s); and
  - (c) ensuring that there are systems in place whereby all MCS Work is carried out by Competent Persons who are adequately and appropriately supervised, and that the appropriate prescribed forms of certification and reporting have been issued for all completed MCS Work; and
  - (d) ensuring that You undertake MCS Work activity in compliance with all relevant statutory requirements; and
  - (e) ultimately ensuring that the Business meets Scheme requirements; and
  - (f) the supply and receipt of formal Sub-Contractor agreements, and ensuring that the Sub-Contractors performance meets MCS requirements; and
  - (g) ensuring that the Business employs sufficient Competent Persons for the scope and scale of activities for which it is certificated; and
  - (h) the number of Technical Supervisors your business engages with which will need to be appropriate to the size and complexity of your MCS activities. If your Technical Supervisor(s) are not directly employed, you will need to have a contract in place for the services they provide; and
  - (i) You shall not undertake or self-certify any installation work without a Technical Supervisor available to sign the technical compliance of the work. A Technical Supervisor's "sign off" constitutes their agreement that the installation is fully compliant; and
  - (j) accommodating Assessments by Us.
- 5.2 A Technical Supervisor is responsible for:
  - (a) being available and the day to day safety, technical standard and quality of the MCS Work carried out under their supervision; and
  - (b) having basic fire safety awareness; and
  - (c) fulfilling the relevant qualifications and training, including Continuing Professional Development requirements and experience prescribed and published by Us, undertaking competence reassessment every 5 years; and
  - (d) accommodating Assessments by Us; and
  - (e) the technical standard of MCS work; and
  - (f) being conversant with the requirements the appropriate MCS Installation Standard, Pre-sale Information and System Performance Estimate Standard, all other relevant industry standards and manufacturer's instructions pertaining to the installed technology. including where appropriate British Standards and other Industry Codes of Practice and Building Regulations; and
  - (g) being proficient in the certification and reporting procedures for the range of MCS Work undertaken by You; and
  - (h) safeguarding Our Forms against loss or theft or unauthorised use; and
  - (i) ensuring that results of inspection and testing are properly recorded on the appropriate prescribed forms of certification and reporting and reviews and confirms the results recorded are acceptable; and
  - (j) the monitoring of all persons undertaking MCS Work and their suitability, including qualifications, training, including Continuing Professional Development requirements and experience; and
  - (k) adequately identifying supervision requirements appropriate to the volume and complexity of their operations, ensuring all operatives are adequately supervised with the ability to demonstrate how the ratio for supervision is determined, recorded and monitored; and
  - (l) having sufficient auditable managerial or supervisory responsibility for the technical standard of microgeneration technology requirements; and

- (m) being responsible for ensuring full compliance with document control and ongoing maintenance updates of appropriate quality systems.

## 6. Requirements for Certification

6.1 You may apply for Certification if your Business:

- (a) is directly engaged in MCS Work of microgeneration technologies; and
- (b) provides a physical postal address which meets the definition of a Contracting Office for correspondence for its Contracting Office(s); and
- (c) has documentation and records appropriate to the range and scale of MCS Work undertaken which will include associated guidance material, appropriate British Standards and other industry codes of practice and prescribed forms of certification and reporting; and
- (d) has available for Assessment and can demonstrate a minimum of one installation for each technology applied for. The standard of MCS Work will conform with the Microgeneration Installation Standards (MIS), appropriate British Standards and other industry codes of practice; and
- (e) has a system in place to ensure appropriate prescribed forms of certification and reporting are issued for all completed MCS Work in accordance with the requirements of the scheme; and
- (f) employs only Competent Persons to carry out MCS Work who are adequately and appropriately supervised; and
- (g) has test instruments appropriate to the range and scale of MCS Work undertaken, with records demonstrating the consistency and ongoing accuracy of test instruments held or hired (not borrowed); and
- (h) maintains a record of all complaints received for a minimum of 6 years or longer, if contractually agreed, about the technical standard of MCS Work undertaken, together with a record of the corrective action, if any, taken to resolve those complaints; and
- (i) has a documented Health and Safety policy statement and carries out risk assessments as appropriate; and
- (j) has in place the prescribed insurance to cover the range of work undertaken, including:
  - (i) at least £2 million public liability insurance covering all work being undertaken or within the scope of application; and
  - (ii) at least £250,000 professional indemnity insurance cover; and
- (k) has a Main Contact and has proposed an adequate number of Technical Supervisors, as may be required by Us, based on the scope, geographical spread and volume of work. A Main Contact may also be a Technical Supervisor;; and
- (l) has access to appropriate equipment, personal protective equipment and complies with all relevant Health and Safety legislation.

## 7. Application Assessment

7.1 The extent of Assessment will be prescribed by Us taking into account the range, scale and geographical spread of the MCS Work carried out or managed by the Business.

7.2 Each proposed Technical Supervisor, as appropriate, will be present throughout the Assessment. The Main Contact will be present for the opening and closing meetings. No other person will be present during the Assessment without the express prior agreement of Our Assessor, or Us.

7.3 You will:

- (a) allow Our Assessor to complete the Assessment process in line with the requirements of the relevant MIS documents, Assessment criteria (as published by MCS), sufficient evidence must be demonstrated of compliance with current building regulations and applicable standards. This will include all the items referred to in Requirements for Certification, together with such other items as may be prescribed by Us; and
- (b) make prior arrangements with your customer(s) for the installation Assessment(s) to be conducted, including all relevant safe access and egress; and
- (c) provide facilities for such Assessments, including transport, tools, plant, test equipment and access to its place of Business and to the MCS Work selected for Assessment; and
- (d) demonstrate to Our Assessor that Our Forms, Trademark and Scheme Brandmarks have not been used in any manner or for any purpose, and that You have not in any way represented yourself as being certified.

7.4 Any non-conformity(ies) identified during the Assessment may result in additional Assessment(s) unless the identified non-conformity(ies) can be rectified via alternative methods such as correspondence. Our decision will be final in respect of appropriate rectification of non-conformity(ies). Additional Assessments will incur fees as described in the fees and charges paragraph.

- 7.5 All electronic recording devices are to be switched off for the duration of the Assessment, and it is not permitted that any part of the Assessment or service is recorded.
- 7.6 A completed Assessment will result in a recommendation; this will be communicated during the closing meeting(s) and considered by Us as part of the Certification process described in the Certification paragraph. Any recommendation is always subject to independent review and Certification decision.
- 7.7 When requested by Us, You will provide access and facilities to allow for the attendance of internal and/or external parties such as the United Kingdom Accreditation Service (UKAS) to witness Assessments carried out by Us.
- 7.8 The duration of Assessment will depend on the number of technologies applied for and the number of installations required to be assessed to demonstrate the knowledge and skills required.
- 7.9 Assessments will cover both service delivery and a site based installation of each technology applied for unless agreed in advance with Us to assess an analogous installation.

## 8. Certification

- 8.1 When considering an application, We may at Our discretion decide to:
- (a) grant Certification; or
  - (b) grant Certification with defined approval in which event the scope of work covered by these Scheme Rules will be subject to such conditions as We see fit, and which will be agreed by and notified to You; or
  - (c) defer further consideration of the application for a defined time because either insufficient work was available for Assessment or You otherwise failed to meet the Requirements for Certification and/or Application Assessment. Under these circumstances a further Assessment may be necessary for which a charge will be payable in accordance with Our fees and charges as described in the fees and charges paragraph; or
  - (d) reject the application.
- 8.2 An application for Certification may be cancelled by Us, 12 months from the date of the application being received if You have not achieved Certification.
- 8.3 If You have been certificated with Us previously either under a previous trading title or your current trading title, and a claim was paid out under Our Platinum Promise, You will be required to reimburse all fees incurred before Certification is granted otherwise the application will be rejected.
- 8.4 When Certification is granted, the Trading Title of the Business will be included in the applicable Register(s) of Certificated Businesses.
- 8.5 The Certificate is issued when We have confirmed compliance with these Scheme Rules.
- 8.6 Certification will be effective from the date that We are satisfied that the required conditions have been met and all fees have been paid. Subject to continued compliance with these Scheme Rules and scheme requirements, the Business will remain certificated.

## 9. Conditions for continued Certification

- 9.1 You are eligible for continued Certification for as long as:
- (a) We are satisfied that You continue to comply with these Scheme Rules published, updated and notified, by Us to You; including increases to fees and the undertaking of Surveillance requirements and
  - (b) payment of all fees is made by the due date; and
  - (c) contact information for your Business is kept up to date by You and any changes notified to Us immediately; and
  - (d) records are maintained for a minimum of 6 years or longer if contractually agreed, inclusive of but not limited to; specifications, certificates, competence records and complaints; and
  - (e) You demonstrate compliance at Surveillance, through successful Assessment outcome(s); and
  - (f) notification of all installations for which compliance with MCS has been declared, is notified within 30 days.
- 9.2 The Scheme does not cover third party Certification; therefore, any work not undertaken by You will not be certificated by You nor notified to Us.
- 9.3 You will respond as required to compliance queries posed by Us.
- 9.4 You will maintain compliance with the MCS Installer Agreement with the MCS Service Company.

- 9.5 Should the Scheme require notification of MCS Work applicable per technology and per installation, You must adhere to these requirements.
- 9.6 If, at any time, You form an additional Business undertaking work included in the scope of Certification at any address, or start work included in the scope of Certification from an additional address, an application must be made within 30 days for Certification of that Business or new address as a Contracting Office. For the avoidance of doubt, You must not hold yourself out as providing certificated work from that address, unless that address has been certificated as a Contracting Office under these Scheme Rules.

## 10. Sub-Contracting

- 10.1 You must not Sub-Contract work within the scope of the Certification without first obtaining the prior written agreement of the person ordering the work.
- 10.2 You must permit the Assessment of and accept full responsibility including any liability arising from work Sub-Contracted to another party.
- 10.3 Where You Sub-Contract installation work, that work must:
- (a) be carried out by a Business able to demonstrate the necessary competence in the range of work being Sub-Contracted. Sufficient formal evidence must be retained by You for subsequent Assessment by Us; or
  - (b) any work Sub-Contracted must have an appropriate formal Sub-Contract agreement between You and the Business to which the work is Sub-Contracted; or
  - (c) be subject to the appropriate sample Assessments by You.

## 11. Changes to Certification

- 11.1 You will give notice to Us of any change to the Certificated Business's details. Such notice must be given as soon as reasonably practicable, and in any event within a maximum of 30 days of any such change becoming effective. Following such notification, continued Certification will be at Our discretion. Such changes include but are not limited to, changes of:
- (a) legal constitution
  - (b) Trading Title
  - (c) address
  - (d) Main Contact
  - (e) Technical Supervisor
  - (f) financial status
  - (g) other significant particulars
  - (h) declarations upon the basis of which Certification was granted.
- 11.2 Where a change listed above is received, we may (but will not be obliged to) confirm that the existing Certification remains in place with such changes as are necessary to reflect the changes notified to Us. The Business whose Certification is changed must then sign an undertaking that it will comply with these Scheme Rules and accept full responsibility for the work within the scope of Certification undertaken by the previous holder of the Certification and /or under the previous details. 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. You will provide Us with such information as we require to allow us to consider any changes set out in Your notice.
- 11.3 Where the change process is not completed, insufficient information is provided or the changes are such that the conditions under which Certification was granted are significantly affected, (including to the range, scope or scale of MCS Work undertaken by You), We may:
- (a) require You to make a new application for Certification; or
  - (b) require You to make facilities available, as required by these Scheme Rules, for an additional Assessment of You to confirm continued compliance (the cost of such Assessment to be paid by You in accordance with the fees and charges paragraph); or
  - (c) grant Certification with Defined Scope, in which event, the scope of MCS Work covered by these Scheme Rules will be subject to such conditions as We see fit and which will be agreed by and notified to You; or
  - (d) reject the change application and review if the Certification continues to meet the conditions under which Certification was granted.

- 11.4 Where a Main Contact ceases to be employed in that capacity, You will 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.
- 11.5 Where a Technical Supervisor ceases to be employed in that capacity, You must advise Us without delay and, within 30 days of the change, provide a declaration on the form prescribed by Us. A replacement Technical Supervisor, accepted by Us, \*\* must be employed in that capacity within 120 days of the former Technical Supervisor ceasing to be employed in that capacity.
- 11.6 Fees and charges paid in respect of change of Certification particulars, or a transfer of Certification are non refundable.
- 11.7 Where MCS Work beyond the scope of Certification starts to be carried out or managed, an application must be made to amend the scope of Certification. You must not hold yourself out as being certificated to carry out any MCS Work beyond the scope of Certification unless and until such Certification has been amended or additional Certification granted, as applicable.

## 12. Surveillance

- 12.1 For the purpose of determining continued eligibility for Certification, You will be required to facilitate Surveillance requirements as defined by Us, based on the range, scope, number of personnel and geographical spread of the work undertaken.
- 12.2 You will provide access, where required, to the physical postal address which meets the definition of a Contracting Office;
- 12.3 During Surveillance, You will produce to Our Assessor the below and enable the assessment of the items referred to in Requirements for Certification:
  - (a) a list of all MCS Work completed since the previous Assessment; and
  - (b) a list of all MCS Work in progress; and
  - (c) the designs, method statements, commissioning and handover documents relating to that work; and
  - (d) duplicates of all prescribed forms of certification and evidence of Building Regulation compliance issued or in progress; and
  - (e) any other items as prescribed by Us; and
  - (f) a copy of your complaints log and complaints procedure; and
  - (g) evidence of competency for all individuals involved.
- 12.4 The Main Contact will be available for the Assessment, attending the open and closing meetings. No other person will be present during the Assessment without the express prior agreement of Our Assessor, or Us.
- 12.5 Each Technical Supervisor being assessed will be present throughout the Assessment.
- 12.6 You will provide facilities for such Assessments, including transport, tools, plant, test equipment and access to its place of Business and to the work selected for Assessment.
- 12.7 You will provide access to your records, demonstrating retention for a minimum of 6 years or longer if contractually agreed, inclusive of but not limited to; specifications, certificates, competence records and complaints.
- 12.8 You will not cancel 2 or more Assessments in any year. If You cancel an Assessment on less than 21 days' notice, You will be responsible for the fees and charges in respect of the cancelled Assessment as if that Assessment had taken place.
- 12.9 Where You are found not to comply with the requirements of these Scheme Rules, We will notify You of the non-conformity(ies), which may necessitate Us carrying out further Assessments. You will be responsible for your own costs and for payment of Our fees for further Assessments as may be determined and published by Us in accordance with the fees and charges paragraph. Where Our Assessor identifies non-conformity(ies), You will undertake appropriate remedial action within the timescales prescribed.
- 12.10 When requested by Us, You will provide access and facilities to allow for the attendance of internal and/or external parties such as the United Kingdom Accreditation Service (UKAS) to witness Assessments carried out by Us.
- 12.11 All electronic recording devices are to be switched off for the duration of the Assessment and, it is not permitted that any part of the Assessment is recorded.

- 12.12 In addition, during the Surveillance Assessment Our Assessor will sample evidence of any Building Regulations notifications and/or MID notifications carried out since your last Assessment. Failure to demonstrate sufficient evidence of correct notification(s) will result in non-conformity(ies) being issued.
- 12.13 In addition, during the Surveillance Assessment Our Assessor will sample evidence of any Building Regulations notifications and/or MID notifications carried out since your last Assessment. Failure to demonstrate sufficient evidence of correct notification(s) will result in non-conformity(ies).
- 12.14 You will provide information as required to facilitate an annual review to be conducted which will determine your Assessment Frequency.
- 12.15 You will accept the surveillance assessment frequency per technology, determined by the installer risk calculation framework in the MCS Quality Risk Model.

### 13. Suspension of Certification

- 13.1 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 again upon request to lift this voluntary status.
- 13.2 We may, suspend with immediate effect, your Certification from the Register(s) of Certificated Businesses if it is shown to the satisfaction of Us that You have:
- (a) failed to make payment to Us of the prescribed charges as required by these Scheme Rules; or
  - (b) failed to notify Us of any change of Certification details as required by these Scheme Rules; or
  - (c) failed to provide Surveillance facilities, as required; or
  - (d) failed to accept Surveillance requirements as prescribed by Us having regard to the range, scale and geographical spread of work undertaken within the scope of Certification, and the assigned risk profile; or
  - (e) Sub-Contracted or managed subcontracted work in a way other than in accordance with the scheme requirements and these Scheme Rules work other than in accordance with these Scheme Rules; or
  - (f) failed to comply with complaint resolutions, including responding to communications, undertaking remedial action(s) within a specified timeframe(s), providing facilities for site inspection(s), reimbursing Us of costs incurred by employing another Certificated Business to resolve a complaint about the technical standard of work; or
  - (g) multiple consumer complaints submitted to Us or MCS; or
  - (h) a complaint, against your Business regarding the technical standard of work undertaken by You, which causes Us concern; or
  - (i) made any wilful misrepresentation in connection with your Certification; or
  - (j) culpably or negligently created, or caused a risk to life or limb or a serious hazard through the use, in work, of faulty or unsuitable materials; or by faulty design or workmanship; or
  - (k) carried out work below the standard required under which Certification was granted; or
  - (l) performed any act or behaved in a manner which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
  - (m) made use of the Certificate of Certification, Our Forms, Trademark and Scheme Brandmarks in a manner which, in Our opinion, is likely to bring Us or the Scheme into disrepute; or
  - (n) made use of Our social media channels, or other social media channels that is likely to bring Us, an NICEIC Scheme, or the industry into disrepute: or
  - (o) an inability to pay your debts as they fall due, or You suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to the Business 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 Business's winding up for the purposes of reconstruction) 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

- (p) failed to complete or to provide sufficient information for the change process or, in Our opinion the changes to the nature of your work or in the ownership of your Business's are such that it affects the conditions under which You were certificated; or
- (q) failed to appoint personnel as required by these Scheme Rules; or
- (r) committed any other breach of the obligations imposed by these Scheme Rules; or
- (s) failed to demonstrate compliance at Surveillance through successful Assessment outcome(s) or acceptance of Assessment frequency; or
- (t) failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed; or
- (u) failed to maintain compliance with MCS scheme requirements, the relevant MIS standard, sub license or the MCS Installer Agreement; or
- (v) failed to notify Us of the existence of any locations involved in MCS related activities as required by the MCS Scheme or to complete Certification of that location.

- 13.3 Following Suspension of Certification and before moving to Cancellation of Certification, a review will be completed by Us. Once We have confirmed the Business's breach of these Scheme Rules, or the existence of the circumstances described above, any Cancellation of Certification will be dealt with in accordance with the Cancellation of Certification paragraph below.
- 13.4 A Business's Certification which is suspended will not be transferred to another Business. While Suspended, the Business's details will be held as inactive, details will be removed from all public registers and the Business will cease to advertise or hold itself out as being a Certificated Business, and will cease all use of Our Forms and Scheme Brandmarks (including on all materials, websites and promotional materials of the Business).
- 13.5 Notwithstanding the requirements of Confidentiality and Data Protection Laws, We may at Our discretion make public the Suspension of a certificated Business's Trading Title from the Register of Certificated Businesses and advise of the Scheme Rule(s) breached.
- 13.6 Suspension of Certification will not affect any existing rights and/or claims by Us against You and will not relieve You from fulfilling obligations accrued.
- 13.7 For whatever reason Certification is suspended, Our reputation must be protected therefore You must immediately cease all use of Our Forms and Scheme Brandmarks.

## 14. Cancellation of Certification

- 14.1 We may, at any time, remove your Trading Title from the Register(s) of Certificated Businesses if:

- (a) You fail to make payment of any fee(s), required by these Scheme Rules, by the due date; or
- (b) the business is evidenced as dissolved, liquidated or no longer trading.

The decision to remove your Trading Title from the Register(s) under these Scheme Rules will be notified to You in writing and will 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, a payment agreement or payment is received.

- 14.2 We may, at any time, remove your Trading Title from the Register(s) of Certificated Businesses if it is shown to the satisfaction of Us that You have:
- (a) failed to notify Us of any change of Certification details, as required by these Rules; or
  - (b) failed to provide Surveillance facilities, as required; or
  - (c) failed to accept Surveillance requirements as prescribed by Us having regard to the range, scale and geographical spread of work undertaken within the scope of Certification, and the assigned risk profile; or
  - (d) Sub-Contracted or managed subcontracted work in a way other than in accordance with the scheme requirements and work other than in accordance with these Scheme Rules; or
  - (e) failed to comply with complaint resolutions, including responding to communications, undertaking remedial action(s) within a specified timeframe(s), providing facilities for site inspection(s), reimbursing Us of costs incurred by employing another Certificated Business to resolve a complaint about the technical standard of work; or
  - (f) multiple consumer complaints submitted to Us; or
  - (g) a complaint, against your Business regarding the technical standard of work undertaken by You, which causes Us concern; or
  - (h) made any wilful misrepresentation in connection with your Certification; or

- (i) culpably or negligently created, or caused a risk to life or limb or a serious hazard through the use, in work, of faulty or unsuitable materials; or by faulty design or workmanship; or
- (j) carried out work below the standard required under which Certification was granted; or
- (k) performed any act or behaved in a manner which, in Our opinion, is contrary or prejudicial to Our objectives or reputation; or
- (l) made use of the Certificate of Certification or Our Forms, Trademark and Scheme Brandmarks in a manner which, in Our opinion, is likely to bring Us or the Scheme into disrepute; or
- (m) made use of Our social media channels, or other social media channels that is likely to bring Us, an NICEIC Scheme, or the industry into disrepute: or
- (n) an inability to pay your debts as they fall due, or You suspend making payment on any of your debts, or any action, legal proceeding or other procedure or step is taken in relation to the Business 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 Business'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
  - 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
- (o) failed to complete or to provide sufficient information for the change process or, in Our opinion the changes to the nature of your work or in the ownership of your Business's are such that it affects the conditions under which You were certificated; or
- (p) failed to appoint personnel as required by these Scheme Rules; or
- (q) committed any other breach of the obligations imposed by these Scheme Rules; or
- (r) failed to demonstrate compliance at Surveillance through a successful Assessment outcome(s) or acceptance of Assessment frequency; or
- (s) failed to provide evidence of the correction of a non-conformity(ies) within the timescale prescribed; or
- (t) failed to maintain compliance with MCS scheme requirements, the relevant MIS standard sub license or the MCS Installer Agreement; or
- (u) failed to notify Us of the existence of any locations involved in MCS related activities as required by the MCS Scheme or to complete Certification of that location.

14.3 Before deciding whether to remove your Trading Title from the Register(s) of Certificated Businesses, We will inform You of the alleged breach(es) of these Scheme Rules in writing and afford You an opportunity to offer an explanation within 14 days of the date of such Notification. The review of the explanation will be made within a reasonable time following receipt, or if no such explanation is given, a decision will be made, and the removal process will continue.

14.4 With the exception of removal from the Register for non payment, a decision to remove your Trading Title from the Register under these Scheme Rules will be Notified to You promptly in writing. After the expiration of 21 days from the date of the Notification of the decision, your Trading Title will be removed from the Register(s).

14.5 A Certificate of Certification which is removed will not be transferred to another Business.

14.6 Any resignation of a Certificated Business must be made to Us formally, either verbally or in writing, until such a time as this is received, You are not relieved from obligations accrued prior to cancellation..

14.7 Notwithstanding the requirements of Confidentiality and Data Protection Laws, We may at Our discretion make public the removal of a certificated Business' Trading Title from the Register(s) of Certificated Businesses and advise of the Scheme Rule(s) breached.

14.8 Cancellation 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 accrued prior to cancellation.

14.9 For whatever reason Certification is removed, Our reputation must be protected therefore, You must immediately cease all use of Our Forms and Scheme Brandmarks.

14.10 Where your Trading Title is removed from the Register, and there are additional Contracting Office(s), We reserve the right to review the Certification of these locations and remove any such Contracting Offices from the Register at Our discretion.

## 15. Complaint resolution

- 15.1 When We receive a complaint alleging that the standard of work, undertaken by You and within the scope of your Certification, is below that required by the scheme, You will co-operate with Our or MCS's complaint resolution process which can be found on our website, which includes investigation, response to communications, the sharing/return of documentation, attending site inspections and payment of associated costs incurred within the timescales set by Us or MCS.
- 15.2 If deemed necessary, You will be required to accept a site inspection from a selection of dates given to You by Us or MCS. To facilitate Our site inspection(s), You will need to provide transport, test equipment, access to the work to be inspected and provide all documentation relating to the work. The Technical Supervisor and/or Main Contact, where appropriate, will be present at these site inspections. The complainant or their representative is entitled to be present during such site inspections, but no other person will be present without prior agreement by Us or MCS.
- 15.3 We may at Our discretion facilitate a site inspection without your attendance when investigating a complaint.
- 15.4 Any remedial action identified as required must be completed within the specified time-frames at your own expense.
- 15.5 Where We or MCS decide that a complaint is justified, We may at Our discretion appoint another business to undertake site inspections. You will be liable to reimburse Us or MCS on demand for all costs incurred in connection with such site inspections.
- 15.6 Should any costs be incurred by Us during complaint resolution (inclusive of delivery of site inspections, mediation, Ombudsman costs and other undertakings), You will be liable to reimburse Us and We will notify you in writing of the costs incurred by Us or MCS.
- 15.7 All complaints received will be advised to MCS upon receipt, where it is considered appropriate complaint management will be undertaken by MCS, however where there is building regulation departures, resolution actions required to be undertaken by You, will be agreed by Us and MCS.

## 16. Use of Our Forms, Trademark, Scheme Brandmarks and Certificate of Certification

- 16.1 You are entitled to a Certificate of Certification incorporating a Certification number, for so long as the Business is certificated, to advertise that fact.
- 16.2 You will, at all reasonable times, be prepared to produce your Certificate of Certification for Assessment by Us upon request.
- 16.3 You will not use Our Trademark without the Scheme descriptor for which You are certificated for.
- 16.4 All rights, title and interest in Our Forms, and Scheme Brandmarks including any reputation and goodwill as may accrue as a result of use of Our Forms and Scheme Brandmarks by You, is reserved to and will belong absolutely to Us.
- 16.5 Subject to the conditions set out in these Scheme Rules, You are granted a non-exclusive licence to use Our Forms and Scheme Brandmarks in relation to your Certificate of Certification for as long as You remain on the Register(s). For the avoidance of doubt, Your right to use the MCS Certification Mark is governed by a separate agreement with You, and We do not licence, or purport to licence, any right to You to use the MCS Certification Mark pursuant to these Scheme Rules).
- 16.6 You will not use Our Forms and Scheme Brandmarks in conjunction with any trading name other than your Trading Title certificated with Us.
- 16.7 You will use Our Forms and Scheme Brandmarks only at the Head Office or branches that are on the Register of Certificated Businesses. Our Forms and Scheme Brandmarks may not be used in connection with a branch of the Business from which work included in the scope of your Certification is not carried out.
- 16.8 You are permitted to use advertisements, business stationery, invoices, certificates or report forms etc. bearing Our Scheme Brandmarks for work included in the scope of your Certification.
- 16.9 We may, issue further binding instructions on the Use of Our Forms and Scheme Brandmarks by You. You will comply with any such instructions.

- 16.10 Our Forms will be issued only for work included in the scope of your Certification, carried out or managed by You.
- 16.11 You will safeguard all Our unused Forms to prevent their misuse.
- 16.12 You will notify Us in writing immediately on discovery of any loss or theft of Our Forms.
- 16.13 You will be liable for any breach, infringement or misappropriation of use of Our Forms, Trademark and Scheme Brandmarks.

## 17. Misuse of Forms, Trademark, Scheme Brandmarks and Certificate of Certification

- 17.1 Unless You carried out the work and it was in scope of your Certification, You will not issue any of Our Forms.
- 17.2 When offering to undertake the design, construction, inspection, testing or certification of work not included within the scope of your Certification, You will not imply by the use of advertisements, business stationery, invoices, certificates or report forms etc, bearing Our Scheme Brandmarks that You are approved by Us for that work.
- 17.3 If your Trading Title is removed from the Register of Certificated Businesses, your license to use Our Forms and Scheme Brandmarks will cease with immediate effect and You will:
  - (a) retain no rights to use Our Forms, and Scheme Brandmarks; and
  - (b) cease all use of Our Forms and Scheme Brandmarks with immediate effect; and
  - (c) not use, display, or permit to be used or displayed any reproduction, print or replica of Our Forms, Trademark and Scheme Brandmarks in any form or on any material; and
  - (d) not exhibit or allow your Certificate of Certification to be exhibited anywhere; and
  - (e) immediately destroy your Certificate of Certification and all Our unused Forms; and
  - (f) not use Our Forms and Scheme Brandmarks in any manner or for any purpose, nor will You in anyway represent yourself as being certificated.
- 17.4 You will not use Our Trademark without the Scheme descriptor for which You are certificated for.
- 17.5 Failure to comply with the above will result in breach of these Scheme Rules and You shall compensate Us against any losses, damages, expenses and costs arising out of or in connection with your continued use of Our Forms and Scheme Brandmarks.

## 18. Appeals

- 18.1 You may make an appeal against any decision made by Us relating to Our Certification activities, excluding non-payment of fees. The grounds for appeal must be sent to Us, in writing, within 14 days of the date of the Notification of the decision.
- 18.2 We will make a ruling within a reasonable time scale on the appeal submitted. No person who participated in making the decision being disputed will participate in Our consideration of your appeal.
- 18.3 If You do not accept Our ruling You may make a final written appeal which will be heard by an appeals committee. The appeal and grounds for appeal including all supporting documentation must be sent to Us, within 28 days of the date of the Notification of the ruling.
- 18.4 The appeal committee will be made up of individuals who have had no prior involvement with the decision under appeal.

The appeal committee will 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; or
  - (b) reject the appeal
  - (c) in the absence of any order by the appeal committee to the contrary, each party will bear its own costs.
- 18.5 The decision of the appeal committee will be final, conclusive and binding on Us and You.

Full details of the appeals process is outlined within Our Appeals Guidance Leaflet which is available on Our [website](#) or upon request.

## 19. Confidentiality

- 19.1 All information acquired and held by Us in respect of You and your Business, other than that published on the Register(s) of Certificated Businesses, will be held by Us in confidence, except as required by an accreditation body or any other organisation whose standards We certify against, by law, by Government or Governmental department, by a relevant consumer protection organisation(s), or where We consider disclosure necessary to confirm compliance with these Scheme Rules.
- 19.2 We agree to at all times keep confidential, and to not use any confidential information unless that information was public knowledge at the time of disclosure, subsequently becomes public knowledge other than by breach of these Scheme Rules, or is required to be disclosed as set out below.
- 19.3 Information acquired will not be disclosed by Us to other third parties without the prior written agreement from You, save that We will be entitled to disclose information:
- (a) to such of Our professional advisers, representatives and subcontractors to the extent necessary to allow Us to exercise Our rights pursuant to these Scheme Rules; and
  - (b) to the extent that disclosure may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 20. Data Protection

- 20.1 We will handle your data in accordance with Data Protection Laws.
- 20.2 You will be responsible for your own compliance with Data Protection Laws.
- 20.3 Details of how we use personal data can be found in our privacy notice (available [here](#)). You are responsible for drawing this to the attention of individuals when you share their personal data with us.

## 21. Conduct

To provide the best service, We are committed to the wellbeing of You and Us. We expect individuals using Our brands, Our services and premises to treat others with courtesy and respect. Verbal abuse, harassment and violence towards Us and others is unacceptable and We will not hesitate to act, which could lead to prosecution and/or Suspension/ Cancellation of Certification/services.

All Businesses must adhere to Our [Code of Conduct](#).

## 22. Law and jurisdiction

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

\* Current edition including all amendments.

\*\* Acceptance may require a successful Assessment to be undertaken (the cost of such Assessment to be paid by You in accordance with the fees and charges paragraph).