

# TrustMark Scheme

## Application

TrustMark is a not-for-profit organisation, licensed by Government and designed to deliver consumer protection.

NICEIC is an approved TrustMark Scheme Provider able to register businesses with TrustMark to reflect the scope of certification a business holds with us where it is evidenced the additional scheme requirements are in place. Working together NICEIC and TrustMark promote competent and reputable tradespeople to consumers, continually striving to improve sector standards and tackle issues such as rectification and enforcement with the aim of reducing consumer detriment.

TrustMark registration has been mandated as a requirement for any installations delivered through government or capital funding e.g., the Energy Company Obligation and is predicted to be a requirement for future government energy efficiency initiatives. For more information on TrustMark please visit [www.trustmark.org.uk](http://www.trustmark.org.uk)

The TrustMark Framework Operating Requirements, Customer Charter and Code of Conduct set out the scheme criteria. A link to these documents can be found further down in this application. A lot of these requirements have already been demonstrated as part of your certification with us, however there are a small number that are not already assessed. By completing this application form and signing the self-declaration at the end of the form your business is confirming that you have read, understood and agree to comply with the TrustMark Framework Operating Requirements.

*Note: Annex A has been designed as a quick reference section to clearly lay out the requirements.*

The TrustMark technical assessment requirements are demonstrated through current NICEIC registration certificate for the trades covered by our licence.

NB: NICEIC are unable to accept applications with TrustMark in the trading title or applications for scope of certification/registration held with schemes other than NICEIC.

## What to do next

To make a TrustMark application, please carefully read the application document and return fully completed to us, with:

- a copy of your Employers Liability Insurance Certificate - min £5M **or** written confirmation of your Sole Trader status with the following applicable supporting evidence.
- trading history evidence (for the last six months) at your stated trading address; for example, Companies House documents, bank statements, utility bills. We can confirm this if you have been a customer of NICEIC for over 6 months or the business is Ltd.

The annual TrustMark registration fee invoice will be raised once your application has been reviewed and accepted.

Once your application and supporting documents have been received and reviewed we will contact you to take payment. Your business details will then be displayed on the TrustMark's website. Your NICEIC website listing will also be updated to reflect your business's TrustMark status.

# Requirements Schedule

The TrustMark Framework Operating Requirements - Annex A, Customer Charter and Code of Conduct set out all the requirements that you are required to meet on application and comply with on an ongoing basis to be TrustMark Registered. These documents can be found at [www.trustmark.org.uk](http://www.trustmark.org.uk) (links below)

The TrustMark Framework Operating Requirements set out the Principles and Requirements of both Scheme Providers and registered installer businesses.

Some TrustMark requirements are deemed as automatically met, as these have been assessed as part of your certification with us; however the following requirements have not been assessed. To confirm your business meets all TrustMark requirements please indicate your business complies by ticking the boxes then sign the self-declaration at the end of this document.

Note: Please see below useful guidance links on some of these requirements.

Annex A	
A 1.1.1	You declare no previous or current membership of, including trades or removal from other certification/ registration schemes/bodies and /or any outstanding remedial actions related to any previous TrustMark registration (provide details of any if relevant) <input type="checkbox"/> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>
A 1.1.4	There are no County Court Judgements at home and business trading address for the Registered Business <input type="checkbox"/>
A 1.1.8	Comply, where relevant, to the scope of registration and nature of contracts undertaken with the Construction, Design and Management Regulations 2015 <input type="checkbox"/>
A 1.1.9	Comply with current waste regulations - in particular the requirements to apply the waste hierarchy and requirements relating to the carriage and transfer of waste <input type="checkbox"/>
A 1.3.1 & A 1.4.2	Comply with all relevant and current consumer protection legislation, including Sales of Goods Act, Supply of Goods and Services Act, Consumer Protection from Unfair Trading Regulations 2008, Cancellation of Contracts made in a Consumers Home or Place of Work etc. Regulations 2008 (commonly referred to as the doorstep selling regulations) and Consumer Credit Act 1974 <input type="checkbox"/>
A 1.3.4	Take appropriate steps when dealing with vulnerable people <input type="checkbox"/>
A 1.3.5	(Where applicable) Ensure that an appropriate number of people within the Registered Business hold a Disclosure and Barring Service (DBS) report if the Registered Business believes that they regularly work with vulnerable people <input type="checkbox"/>
A 1.3.6	Act in a non-discriminatory fashion and comply with all current antidiscrimination and equality regulations <input type="checkbox"/>
A 1.4.1	Comply with Advertising Standards Agency (ASA) guidelines and requirements for legal, decent, honest and truthful advertising, and compliance with TrustMark branding requirements <input type="checkbox"/>
A 1.4.3	Avoid pressure selling techniques and leave immediately if requested to do so <input type="checkbox"/>
A 1.4.5 & A 1.1.6	Provide written quotations, estimates, contracts, contract variations and cancellation notices. An exception to this will be for immediate, emergency call-out work where time is of the essence. Confirm that all key documents (e.g. quotations, contracts, terms & conditions etc) include the legal entity of the Registered Business and current contact details. <input type="checkbox"/>
A 1.4.6	Ensure that any performance claims, testimonials and claims relating to savings, financial payback, return on investment or income are clearly attributed to a reputable source <input type="checkbox"/>
A 1.4.9	Accept full responsibility for the work or services provided by any sub-contracted business, alternatively, the sub-contracting business must also be TrustMark registered. Ensure that any sub-contractors are identified to the consumer and the works fall outside of your TrustMark registration <input type="checkbox"/>
A 1.4.11	(Where applicable) All EEM and low carbon technology installations must be lodged in the TrustMark Data Warehouse and be provided by a suitable financial protection mechanism and be compliant with section 10 and comply with the published requirements for lodgement where included within your scope <input type="checkbox"/>
A 1.4.12	Have processes in place to communicate to the consumer the reason for, and nature of, any charges relating to any surveys or visits in advance - ensuring understanding by the consumer <input type="checkbox"/>

A 1.4.13	Awareness of relevant, current legislation for the protection of protected species, e.g. bats, newts, native plants etc.	<input type="checkbox"/>
A 1.5.3	Ensure that instruction manuals, maintenance requirements and appropriate warranties are handed over to the consumer on completion of work	<input type="checkbox"/>
A 1.5.4	Comply with local planning requirements, and such issues as Permitted Development rules etc.	<input type="checkbox"/>
A 1.6.1	Have in place a responsive, accessible, and user-friendly dispute handling policy and process, which is free to the customer, tenants of rented accommodation and private rental sector (PRS) landlord to the point of mediation, with a prescribed time limit for responding to disputes	<input type="checkbox"/>
A 1.6.2	Make consumers aware of the dispute procedure, including access to Alternative Dispute Resolution (ADR) process	<input type="checkbox"/>
A 1.7.1 & A 1.7.2	Promote the scheme through effective use of the brand in line with the Brand Guidelines document and make consumers aware of the benefits of the scheme	<input type="checkbox"/>

## Application and Licence Agreement

### Definitions

The following expressions which are frequently used in this Agreement shall have the meanings attributed to them below:

Expression	Meaning
"Brand Identity Guidelines"	such branding guidelines as may from time to time be issued by TrustMark (as amended from time to time by TrustMark in its sole discretion);
"Our Scheme"	any quality schemes identified by NICEIC for TrustMark registration, and included on Certsure's trading as NICEIC's UKAS accreditation Schedule;
"Secretary of State"	the Secretary of State for the Department of Business and Trade of Old Admiralty Building, Admiralty Place, London, SW1A 2DY
"Trade Marks"	the certification trade mark(s) detailed in licence;
"TML"	TrustMark (2005) Limited (Company Registration No 5480144) whose registered office is at Arena Business Centre, The Square, Basing View, Basingstoke, Hampshire, England, RG21 4EB
"TrustMark Scheme"	the government endorsed quality scheme to encourage the adoption of agreed minimum service standards for businesses in the building services sector, and implement them by approving compliant quality schemes run by Scheme Providers for their members.

### Use of the Trade Marks

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

### Infringement of the Trade Marks

If you learn of any unauthorised use of the trade marks or if you become aware that the trade marks are being used in a way which is not consistent with the TrustMark Brand Identity Guidelines or of any action detrimental to the trade marks, you must immediately notify us in writing.

You may not bring proceedings relating to any infringement of the trade marks and any decision to bring or defend any proceedings whether for infringement or otherwise in relation to the trade marks is at our sole discretion.

You must fully cooperate with us and such other parties as we reasonably require, in any infringement proceedings.

### Assignment and Sub-licensing

This Agreement is personal to you. You must not transfer all or any part of your rights or obligations under this Agreement.

We may assign, transfer and novate the benefit and burden of this Agreement and we may delegate any of our obligations under this Agreement.

1. **NICEIC** (trading brand of Certsure LLP) Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, Beds, LU5 5ZX ("we", "us", "our"); **and**

2. Trading Title of Business:

3. Postcode:

4. Please indicate which scheme(s) you are currently certified for:

<input type="checkbox"/> Approved Contractor	Reg No: <input type="text"/>	<input type="checkbox"/> Competent Persons (CPS)	Reg No: <input type="text"/>
<input type="checkbox"/> Domestic Installer	Reg No: <input type="text"/>	<input type="checkbox"/> PAS 2030 Installer	Reg No: <input type="text"/>
<input type="checkbox"/> MCS Contractor	Reg No: <input type="text"/>	<input type="checkbox"/> Portable Appliance Testing	Reg No: <input type="text"/>
<input type="checkbox"/> Hazardous Areas	Reg No: <input type="text"/>	<input type="checkbox"/> Certifier of Construction	Reg No: <input type="text"/>
<input type="checkbox"/> BAFE SP203-1	Reg No: <input type="text"/>	<input type="checkbox"/> Rented Sector	Reg No: <input type="text"/>

## AGREE:

1. We grant you a non-exclusive licence to use the trade marks in relation to our Scheme in accordance with the TrustMark Brand Identity Guidelines, provided that such use is limited to the trade sectors included on the businesses approval and is subject to this Agreement. Your right to use the trade marks will continue until this Agreement is terminated in accordance with paragraph 5 below.
2. You must comply with the TrustMark Brand Identity Guidelines and at all times preserve the reputation and integrity of the TrustMark Scheme. You must not engage in any activity or practice which may result in public criticism of us, our Scheme or the TrustMark Scheme.
3. You must comply with our Scheme Rules, the TrustMark Customer Charter, Code of Conduct and the current Framework Operating Requirements including Annex A, where applicable.
4. In consideration of this licence, you must actively promote awareness of the TrustMark Scheme amongst consumers and the industry.
5. We may terminate this Agreement (without, for the avoidance of doubt, you being eligible for compensation) by immediate written notice to you if:
  - (a) we cease to be part of the TrustMark Scheme and/or ceases to have the right to use the trade marks;
  - (b) you cease to participate in our Scheme(s);
  - (c) you go into liquidation or an administrative receiver or receiver and manager or administrator is appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors;
  - (d) you commit a breach of this Agreement and, following our compliance processes, we conclude that this licence should be withdrawn;
  - (e) you challenge the validity of the trade marks.
  - (f) if you are found to have a substantiated breach from the TrustMark Framework Operating Requirements. incl., Annex A and the TrustMark Code of Conduct.
6. Termination of this Agreement will not affect any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling your obligations which accrued prior to termination.
7. If for whatever reason this Agreement terminates, to protect the reputation of the TrustMark Scheme and ensure its continued operation:
  - (a) you must immediately cease use of the trade marks
  - (b) you must not purport to be associated with the TrustMark Scheme
8. Both the Secretary of State and TML may enjoy the benefit and enforce the terms of [this Agreement] [Clause 6] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
9. The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules.

# Declaration

I confirm that I have read, understood and agree to comply with the TrustMark Registered Business Licence Agreement, Code of Conduct, Customer Charter, TrustMark Framework Operating Requirements incl., Annex A documents and the requirements outlined in this Schedule.

I confirm that pre-payment and work in progress warranty provisions will be obtained if required.

I have placed a tick against all of the requirements above to confirm that the Registered business making this application for TrustMark registration complies and will continue to comply with the TrustMark requirements including any updates to relevant legislation for the duration of the TrustMark registration.

I understand that once TrustMark registration has been achieved it will continue on a rolling basis unless the business informs us that it no longer wishes to be registered or if the business can no longer meet the full scheme requirements. I also acknowledge that TrustMark can at its own discretion remove registration following any complaint investigation.

I confirm that I am authorised to sign this declaration on behalf of the registered business.

## Application Documents Checklist

- Signed Application
  
- Employee Liability Insurance (ELI) - minimum £5m  
(If you are a sole trader/work alone with no employees - please attach written confirmation of this in place of ELI)
  
- 6-month trading history evidence  
(e.g. a utility bill or bank statement detailing date and address. We can confirm this if you have been a customer of NICEIC for over 6 months or the business is Ltd)

**Please ensure all the requested documents are attached to enable you to make a complete application.**

**The maximum size of the attachments must not exceed 25MB. If your application submission is above this limit we will not receive it.**

Name:

Position:

Signature:

Date:

## Links to further reading and guidance (not exhaustive)

[Framework Operating Requirements](#)

[Code of Conduct](#)

[Customer Charter](#)

[Sales of Goods Act](#)

[Supply of Goods and Services Act](#)

[Consumer Protection from Unfair Trading Regulations 2008](#)

[Cancellation of Contracts Made in a Consumers Home or Place of Work](#)

[Health and Safety at Work](#)

[Waste Regulations](#)

[Reporting of Work under Building Control Notifications](#)

[Competent Persons Register](#)

[Advertising Standards Agency Guidelines](#)

[Protection of Protected Species](#)

Once completed please return to:

NICEIC, Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, Beds, LU5 5ZX  
or email to [\*\*trustmark@niceic.com\*\*](mailto:trustmark@niceic.com)