

JIB Terms and Conditions for the Electrotechnical Certification Scheme (ECS)

The following Terms and Conditions apply to all who contact the Joint Industry Board (JIB) for an application for an Electrotechnical Certification Scheme (ECS) registration or to renew or update an existing ECS registration.

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

The ECS registration scheme provides independent recognition of the Electrotechnical occupation of operatives working in the Electrotechnical industry based on their qualifications and awards JIB grades which apply when individuals are employed by JIB member companies. Applications for ECS registration is open to anyone who has the required qualification/s 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

The following definitions will apply within these Terms and Conditions

- 1.1. 'Applicant' - An individual making an application for an ECS card or a company making an application for an ECS card on behalf of one or more members of their directly employed staff.
- 1.2. 'Application Form' - the means to provide information for scheme registration to apply for a new, or to renew an existing, ECS registration made electronically through the online systems or on an official ECS paper application form.
 - 1.2.1. Initial Application – An application for a first scheme registration or change of registration type for the issue of an ECS card.
 - 1.2.2. Renewal Application – An application to continue scheme registration within three months of, or after, the expiry of a registration or card already issued under the scheme rules.
 - 1.2.3. Replacement Application – An application for a duplicate ECS card identical to a current card already issued under the scheme rules.
- 1.3. 'Application Information' - Documents which may be paper or electronic that may include, but are not restricted to, contact details, qualification, images, references and statements.
- 1.4. 'Approved Third Party' – A partner trade association or designated organisation by prior written agreement with the JIB.
- 1.5. 'Business Day' - any day of the week in which the ECS Department is open for business. This is generally on Monday to Friday from 9am to 5pm, excluding Bank Holidays and designated holidays (such as the days between Christmas and New Year Bank Holidays).
- 1.6. 'ECS Card' - The card issued under the rules of the ECS scheme.
- 1.7. 'ECS scheme' - 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. The ECS scheme is offered by the JIB to which applicants apply to be registered. Registration is dependent on the applicant's validated qualifications in order to obtain the grade or occupational discipline as defined within the rules of the scheme.
- 1.8. 'ECS Scheme Registration Type' – The category of registration of the applicant resulting in the issue of an ECS card. Registration types can be: Craft, Managers, Apprentice/Trainee, Related Discipline or Unskilled
- 1.9. 'Electronic Form' - the computerised system to transfer application information by email, via the website or any means while in an electronic form.
- 1.10. 'Fees' - the charges made by the JIB for ECS registration, ECS cards and other products and services.
- 1.11. 'Intellectual Property' - 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.

1.12. 'Online Services' - services from time to time available to applicants and ECS cardholders through the ECS card website www.ecscard.org.uk

2. Interpretation

2.1. 'We', 'us' and 'our' refers to the Joint Industry Board (JIB), whose registered office is at PO Box 127, Swanley, Kent, BR8 9BH

3. Applicant's Responsibilities

3.1. Applicants shall at their own expense supply us with copies of all documents, materials, information, images and data necessary to process their ECS application, in accordance with the rules of ECS scheme. This includes the independently verified translation of documents into English where necessary.

3.2. Applicants are advised to insure all application information against accidental loss or damage and retain duplicate copies of all this material.

3.3. We shall have no liability for any such damage or loss, however caused, including due to negligence.

3.4. The applicant should take care to make sure that all questions are answered honestly, to the best of their knowledge. Applicants should provide accurate documentation that can be verified to support the application. Any application may be referred to our compliance unit if we have cause to believe the authenticity or accuracy of the information supplied.

3.5. To make a successful application for an ECS registration, an applicant must prove that they meet the full, current industry standards for registration of the occupation they are applying for. This is done by providing auditable documented evidence that the applicant has completed the compliant qualifications for that discipline. All applications are reviewed by the ECS Administration Team and an ECS card is issued to reflect the holder's competence based on the evidence supplied. Full details of the qualifications that meet the current standards can be found on our website www.ecscard.org.uk.

4. Application Date

4.1. These Terms and Conditions between the JIB and the applicant come into effect on the date the application is received by the ECS Department (which for the purposes of this definition will include paper forms by post or by email, or through the online application system) made on the official Application Form.

4.2. In completing the Application Form the applicant confirms that they have read and agreed to be bound by these Terms and Conditions.

4.3. A renewal application may be made strictly within the three months prior to an existing ECS registration/cards expiry date or at any time after the expiry date. Applications made prior to the three month period will be treated as a replacement and an identical card with an identical expiry date will be issued.

5. Fees

5.1. The applicant will pay to the JIB the appropriate fees. The fees must be paid by the applicant to the JIB in full at the time of application. These fees are not refundable.

5.2. Value Added Tax, will be payable by the applicant and will be charged at the rate applicable on the application date.

5.3. If any applicant or ECS cardholder voluntarily withdraws from the scheme, withdraws their application, is removed from the scheme or their application becomes void by their own action (or inaction) any fees paid are not refundable. The applicant remains liable for any expenses or costs incurred by making an application or the processing of an application both incurred by the JIB and the applicant personally.

6. JIB Responsibilities

6.1. The JIB will normally register an operative on the ECS scheme and dispatch an ECS card within 30 working days of an application being received providing that all supporting information and fees have been correctly submitted with the application.

6.2. ECS registration is made and cards are issued against the scheme rules; other industry organisations might have different rules or registration criteria to the ECS, and these are not recognised as evidence to support ECS registration. The ECS administration team cannot accept an individual's self-declaration of competence, such as a statement of skills or experience by an applicant or their employer. In all cases, the qualification and training evidence supplied by the applicant in their application will determine the Electrotechnical occupation and JIB grade awarded.

7. Missing information

- 7.1. If any information or fees are missing from an ECS scheme application the JIB will put the application on hold. The JIB will then contact the applicant to request the missing information and/or fee. This contact will primarily be by electronic means (or a phone call in the case of an underpayment).
- 7.2. If after 90 days of an application being placed on hold the missing information and/or fee has not been provided by the applicant the application will be considered void and cancelled. Any fees submitted will be retained by the JIB.
- 7.3. If an applicant has had their application cancelled they may reapply for the ECS scheme with a new application which includes all necessary documents, information and full payment for the card that is being applied for.

8. Ownership of the card

- 8.1. All ECS cards issued remain the property of the JIB.
- 8.2. The JIB reserves the right to withdraw or cancel any ECS registration and card issued at any time.

9. Card Validity

- 9.1. The time an ECS registration/card is valid is from the date of issue and will be for a maximum of 3 years. Some ECS cards may have a shorter validity period depending on their type and scheme rules.
 - 9.1.1. ECS Craft and Managers - valid for 3 years from the date of issue.
 - 9.1.2. ECS Adult Trainee and apprentice registration stages - valid for 24 months from the date of issue.
 - 9.1.3. Provisional grades (JIB Member Only) and Experienced Worker - valid for 18 months from the date of issue.

10. Misleading or Fraudulent Information

- 10.1. Applications that are found to contain misleading or fraudulent information (either during the processing of the application or subsequently after an ECS card has been issued) will be investigated by the JIB's compliance unit and action taken against the applicant.
- 10.2. The nature of the action will be decided by the compliance unit and may include legal action.
- 10.3. In cases where an applicant has made a misleading or fraudulent application, or has tried to obtain ECS scheme registration or an ECS card by copy or counterfeit, or tried to change a registration or deface an ECS card after an application has been processed the JIB will not consider any application from the applicant for a period of at least six years.

11. Applicants' conduct and undertakings

- 11.1. The applicant undertakes that they will not at any time during the application process or subsequently be a party, either directly or indirectly, to any act, or matter whereby the JIB's goodwill, reputation, or business may be prejudicially affected or brought into disrepute.
- 11.2. The JIB reserves the right to suspend or to limit an applicant's and/or an ECS registrants/cardholders access to the secure areas of the ECS website where:
 - 11.2.1. In the JIB's opinion the acts or omissions of the applicant have or may damage the goodwill and/or reputation of the JIB or
 - 11.2.2. In the JIB's opinion the applicant has failed to comply with their obligations in connection with these Terms and Conditions or
 - 11.2.3. The applicant has failed to pay their fees for services when they are due.

12. Applications Made Via A Third Party

- 12.1. Only applications made by a third party with prior written approval will be accepted by the JIB.
- 12.2. Any application made via an approved third party:
 - 12.2.1. Remain bound by these terms and conditions.
 - 12.2.2. Must meet the criteria set by the JIB for the third parties applications.
- 12.3. Any ECS registration or card issued through an application made via an approved third party:
 - 12.3.1. Are only valid while under the scope of the approved third party.
 - 12.3.2. Does not entitle the recipient to any future ECS card.
 - 12.3.3. Must be surrendered to the third party if and when required.

12.4. If at any time the ECS registration or ECS card issued is surrendered, withdrawn or becomes invalid any new application to the ECS must meet the scheme rules and requirements independently of any previous registration or card issued via an approved third party.

13. Complaints

13.1. Our objective is to provide a high standard of service to all applicants and registrants/cardholders. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

13.2. If our standard of service has not been as expected and an applicant wishes to make a complaint, the complaint should be made in writing quoting the application or ECS card number and including their contact details.

13.3. Our complaints policy is available from the ECS card website or we will send a copy on request.

14. Appeals

14.1. We try to ensure that all applications for an ECS card are dealt with professionally and fairly and within the requirements of the scheme. ECS card applications are processed based on the verifiable evidence that an applicant provides with their application.

14.2. If the applicant believes that their ECS registration and ECS card has been issued incorrectly and wishes to appeal the decision our appeals procedure provides detail on how to do this. In all cases the application as supplied to us will be reviewed with care and parity within the rules of the scheme.

14.3. Our appeals policy is available from the ECS website or we will send a copy on request.

15. Abusive and Aggressive Behaviour

15.1. We have the right to look after our staff and protect them from aggressive and abusive behaviour. We expect interaction with our staff to be professional in all situations.

15.2. If any person behaves aggressively or abuses our staff they will be dealt with according to our policy document on aggressive and abusive behaviour. A copy of the policy can be found on the ECS website.

16. Governing Law

16.1. These terms and conditions are governed by English Law.

17. Scotland

17.1. The Scottish Joint Industry Board (SJIB) owns and is responsible for the administration of the ECS scheme in Scotland.

17.2. Any applicants living and working in Scotland will need to contact the SJIB to apply for an ECS card under their terms and conditions.

18. Logo

18.1. The ECS and the JIB logos are registered trademarks. 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.

18.2. 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.

19. Online services

19.1. 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.

19.2. 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.

19.3. 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.

19.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a company and or Individual.

19.5. 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.

20. Variation of terms and conditions

- 20.1. The JIB has the right to vary these Terms and Conditions at any time. Any changes to these Terms and Conditions will be made available on the ECS website and will take effect immediately (unless a later date is specified in the notice).
- 20.2. Nothing said by any person should be understood as a variation of these Terms and Conditions. The terms of this agreement cannot be varied or waived except in writing.
- 20.3. If the JIB fails to enforce any of the rights under these Terms and Conditions, it does not mean the JIB will not enforce them in the future. The JIB has the right to enforce these terms and conditions.

21. Force Majeure

- 21.1. The JIB shall not be liable for any loss or damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of any of its obligations under these terms and conditions due to any cause beyond reasonable control including, without limitation, any act of God, war, military operations, riot, accident, failure or shortage of fuel or power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightening, strike, lock out or trade dispute.

22. Data Protection

- 22.1. Personal data obtained by the JIB in relation to individuals is processed in accordance with the Data Protection Act 1998 as updated, extended and modified from time to time ("the Act"). Details of the JIB's data protection policy are available from the JIB website or on request.
- 22.2. Personal data provided by an applicant will be used for general administration purposes, including but not limited to, processing an ECS card application, communicating with the applicant/registrant/cardholder about their ECS application or informing the applicant/ECS registrant/cardholder of issues directly related to their registration including reminders at time of renewal.
- 22.3. The JIB reserves the right to validate information provided by an applicant with the issuing authority or organisation e.g. the validity of a certificate with the awarding body
- 22.4. Personal data held by the JIB may be passed to 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.
- 22.5. From time to time the JIB may contact ECS registrants by post, email or by telephone to brief them about the JIB's activities and developments or products and services relevant to their ECS registration. An ECS registrant/cardholder has the right to opt out of this service using MyECS on the ECS Cards website.
- 22.6. The JIB maintains an ECS register available to employment businesses/agencies, employers, main contractors and other clients and also a public register. The registers allow organisations and the general public to verify the existence and registration details of the ECS registrants/ cardholders Electrotechnical Occupation and JIB grade. An ECS registrant/cardholder has the right to opt out of these services using MyECS on the ECS Cards website.

23. Online Service Description

- 23.1. The JIB's online service combines a suite of services with the aim of supporting interested parties, ECS applicants and to maximise the benefits from holding an ECS registration/card to both the registrant/card holder and their employer.
- 23.2. Details of the IT supported system is available in the "IT Supported Systems" document available on the ECS Cards website.