

Terms and Conditions for ECS Check: Contract Compliance

The following Terms and Conditions apply to all organisations that are licensed by the JIB to use ECS Check for the purposes of Contract Compliance system under licence from the JIB.

The Electrotechnical Certification 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, safety and environmental awareness for access to construction sites. ECS is an existing and established industry scheme that has been certifying individuals' skills for over 50 years.

ECS Check is the online system which allows main contractors and clients to verify the skills and qualifications of electrical personnel working on projects. ECS already verifies applicants' qualifications in order to issue them with an ECS card.

Clients, main contractors and project managers can have confidence in the quality of the electrical workforce on their projects through ECS Check's online portal, which allows users to validate the electrical workforce on their projects through ECS Check's online portal, which allows users to validate the electrical workforce on site and produce electronic summaries for auditing and reporting.

ECS Check allows the following:

- (i) Validation of Registered and Qualified Electricians through web-based verification
- (ii) Shows Registered Electricians' BS7671 qualification status
- (iii) Full Contract Compliance – gives confidence electricians on a project meet qualification requirements
- (iv) Real time auditing and reporting for instant administration and accountability
- (v) Allows customisable contract compliance criteria to be set to specification for personnel on site
- (vi) Smartphone app allows ease of reference for checking projects on the go
- (vii) One system can give multiple site visibility to allows monitoring of staff across various projects

Access to the web based employer portal will be provided to licensed companies after successful application. Access is granted to the Company appointed staff through a two factor authentication using a website login and a mobile phone verification code.

1. Definitions

The following definitions will apply within these Terms and Conditions

- 1.1. 'ECS' – Electrotechnical Certification 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.
- 1.2. 'ECS Card' - the card issued under the rules of the ECS scheme.
- 1.3. 'ECS Check' - the online system which allows main contractors and clients to verify the skills and qualifications of electrical personnel working on projects.
- 1.4. 'Health, Safety and Environmental Assessment' (HS&E Assessment) – The test carried out by a candidate set by the JIB on health and safety awareness to comply with the requirements of the CSCS for access to construction sites.
- 1.5. '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.
- 1.6. 'ECS Check Licence' – the agreement with a licensed organisation defining the scope and restrictions of the licensed organisation to use the electronic web based portal for ECS Check.
- 1.7. 'Licensed Organisation' – an organisation that meets all the criteria set by the JIB to use the electronic web based portal for ECS Check.
- 1.8. 'Online Services' - services from time to time available to a licensed organisation 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 Unit 2, White Oak Square, London Road, Swanley, Kent, BR8 7AG.

3. ECS Check Licence

- 3.1. The JIB will offer a licence to organisations that meet the criteria set for them to become a "Licensed Organisation".
- 3.2. Licensed Organisations must comply fully with these terms and conditions.
- 3.3. Licensed Organisations must only use the ECS Check service for their directly employed operatives, operatives engaged on projects of the Licensed Organisation and those within the supply chain of the Licensed Organisation.
- 3.4. The licence will be renewed annually.
- 3.5. The JIB has the right to withdraw a licence from any Licensed Organisation at any time.
- 3.6. This is a chargeable service provided by the JIB.

4. Licensed Organisation's Responsibilities

- 4.1. Licensed Organisations are allowed to use the electronic web based portal for ECS Check within the terms of their licence.
- 4.2. Licensed Organisations must:

- 4.2.1. Only use the employer portal for their own directly employed operatives, operatives engaged on projects of the Licensed Organisation and those within the supply chain of the Licensed Organisation.
- 4.2.2. Ensure the security of the application system/process at all times.
- 4.2.3. Appoint one or more staff who will take responsibility to comply with the Licensed Organisation responsibilities.
- 4.2.4. Provide all equipment, services and facilities necessary for the online system to be used within the organisation.
- 4.2.5. ECS Check is for the transparency of the composition of the electrical workforce on a site on a day to day basis.
- 4.2.6. Not save or download or in any other way store offline information obtained through the ECS Check system. This will be a breach of the terms and conditions of use and may also be considered a misuse of data under relevant data protection legislation as per clause 14 of these terms and conditions.

5. JIB Responsibilities

- 5.1. The JIB will offer an annual licence to organisations that meet the criteria set for them to become a "Licensed Organisation" to utilise the ECS Check service by way of an online portal.
- 5.2. The JIB will provide an electronic web based ECS Check service to Licensed Organisations.
- 5.3. The application service is designed to be delivered using web enabled electronic equipment that complies with the online services supported equipment.

6. Complaints

- 6.1. Our objective is to provide a high standard of service. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.
- 6.2. If our standard of service has not been as expected and a Licensed Organisation wishes to make a complaint, the complaint should be made in writing to the JIB quoting the application reference and include a contact for correspondence.
- 6.3. Our complaints policy is available from the ECS card website (www.ecscard.org.uk) or we will send a copy on request.

7. Abusive and Aggressive Behaviour

- 7.1. 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.
- 7.2. If any organisation or 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 (www.ecscard.org.uk).

8. Governing Law

- 8.1. These terms and conditions are governed by the Law of England.

9. Scotland

- 9.1. The Scottish Joint Industry Board (SJIB) is responsible for the administration of the ECS in Scotland. All enquiries regarding ECS in Scotland must be made to the SJIB.

10. Logo

- 10.1. The ECS and the JIB logos are registered trademarks. The marks can only be used if express, prior 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.
- 10.2. 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.

11. Online services

- 11.1. The JIB may make certain online services available to Companies and/or Individuals through the website. A Licensed Organisation undertakes to use the online services in accordance with the online services description.
- 11.2. The JIB does not make any guarantee that the online services will be available at any time or that they will be uninterrupted or error free.
- 11.3. A Licensed Organisation 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.
- 11.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a Company and/or Individual.
- 11.5. 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.

12. Variation of terms and conditions

- 12.1. 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 employer portal and will take effect immediately (unless a later date is specified in the notice).
- 12.2. 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.
- 12.3. 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.

13. Force Majeure

- 13.1. 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, lightning, strike, lock out or trade dispute.

14. Data Protection

- 14.1. Personal data obtained by the JIB in relation to individuals is processed in accordance with current data protection legislation as updated, extended and modified from time to time. Details of the JIB's Privacy Policy are available from the JIB website (www.jib.org.uk) or on request from the Data Protection Officer at dataprotectionofficer@jib.org.uk.
- 14.2. These terms and conditions of use should be read in conjunction with the JIB Privacy Policy which sets out the processes, storage, security, confidentiality, breaches and further rights of data subjects in relation to the use of an individual's personal data.

- 14.3. Personal data stored by the JIB will be made available to clients and main contractors using the ECS Check service in line with the JIB Privacy Policy and legitimate interest assessment regarding sharing information as a matter of public safety, auditing and reporting, reducing the possibility of fraud and to ensure proper rigour of ECS as a scheme.
- 14.4. Personal data held by the JIB may be passed to third parties who have a legitimate interest in receiving it. If an 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. For more information about legitimate interests please see the JIB Privacy Policy.
- 14.5. ECS cardholders have the right to opt-out of being searchable via the ECS Check service by updating their preferences within their MyECS Account or by selecting not to be searchable during their application or renewal for their ECS registration. Likewise, those who have previously opted-out, can also opt-in to being searchable by updating their preferences in their MyECS Account.
- 14.6. Licensed Organisations may only use information provided in the ECS Check system for the purposes the system was designed. Where a Licensed Organisation produces information on a particular site or project, this will be stored for a period of 12 months. After this time, the information will be deleted as the system is only of relevance to transparency of contracts at a particular time and should not be used retrospectively.
- 14.7. Licensed Organisations must ensure the information provided to them by using the ECS Check service is not reproduced, copied, stored or in any other way passed to another party who does not have the right to access this information. Any breach of this policy must be notified to the JIB Data Protection Officer at dataprotectionofficer@jib.org.uk as soon as the Licensed Organisation becomes aware.

15. Online Service Description

- 15.1. 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 card to both the cardholder and their employer. These services will normally be available 24 hours a day 7 days a week subject to scheduled maintenance windows and unforeseen interruption.
- 15.2. Supported System Requirements are in the document "IT Supported Systems" available from the Policies and Document link in the footer of the ECS card website www.ecscard.org.uk.