

## **Terms and Conditions for organisations licensed by the JIB to deliver the ECS Assessments**

The following Terms and Conditions apply to all organisations that deliver ECS Assessments under licence from the JIB and form the contract between the JIB and the Licensed Organisation to deliver ECS Assessments by way of in-house system delivery which may include use of the Remote Invigilation system.

Separate terms and conditions apply to the application of an ECS registration card, either by way of MyECS for individuals or the Employer Portal for employers, and these can be found on the ECS website at [www.ecscard.org.uk](http://www.ecscard.org.uk)

The ECS Health, Safety and Environmental (HS&E) Assessment provides operatives with a health, safety and environmental awareness certification for the purpose of applying to be registered with the ECS and for the issue of an ECS Card. These are distinct and separate processes however.

The JIB is responsible for the administration of the ECS Health, Safety and Environmental Awareness Assessment (HS&E Assessment) in England, Wales and Northern Ireland. The JIB is also responsible for the administration and delivery of a number of other assessments covering fire, emergency and security services, network infrastructure disciplines and electrical safety (hereafter called “the ECS Assessments”). Separate terms and conditions apply to organisations that deliver the ECS Assessments through in-house invigilation (or for individuals who book and undertake any of the ECS Assessments directly) and these can be found on the ECS website at [www.ecscard.org.uk/content/Policies-and-Documents](http://www.ecscard.org.uk/content/Policies-and-Documents).

In registering for the ECS Online Services, licensed assessment centres have access to offer the ECS Assessments by remote invigilation to their directly engaged staff on demand. When an ECS Assessment has been passed, the delegate’s ECS record is updated automatically with the result and is available for ECS card applications in MyECS and the ECS Employer Portal. These assessments are a separate and distinct process from an ECS card application and both processes need to be completed for the issuance of an ECS card (unless exemptions apply to the need for an ECS Health, Safety and Environmental Awareness Assessment).

**There are a number of assessments available by Remote Invigilation and it is imperative the licensed organisation selects the correct assessment type for their staff member, as this cannot be changed after it has been booked and will result in the company requiring to book and pay for a new assessment type.**

The Electrotechnical Certification Scheme (ECS) 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.

## **1. Definitions**

The following definitions will apply within these Terms and Conditions

1.1. 'ECS' - 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 provided 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 Assessment' – any of the assessments offered by ECS covering:

1.2.1. Health, safety and environmental awareness,

1.2.2. Fire, emergency and security systems,

1.2.3. Network infrastructure,

1.2.4. Electrical safety unit; or

1.2.5. Any other future assessment offered through the ECS systems.

1.3. 'ECS Card' - The card issued under the rules of the ECS scheme.

1.4. 'ECS Health, Safety and Environmental Assessment' (HS&E Assessment) – The assessment carried out by a candidate 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. 'JIB' – the Joint Industry Board for the Electrotechnical Industry for England, Wales and Northern Ireland.

- 1.7. 'Licence' – the agreement with a Licensed Organisation defining the scope and restrictions of the Licensed Organisation to offer ECS HS&E Assessments.
- 1.8. 'Licensed Organisation' – An organisation that meets all the criteria set by the JIB to offer ECS HS&E Assessments and has been approved by the JIB through the application process..
- 1.9. 'Licensed Manager' – The person responsible within the Licensed Organisation for the delivery of ECS HS&E Assessments for and on behalf of the organisation.
- 1.10. 'Licensed Invigilator' - A person who has undergone specific training, delivered by the JIB, to be authorised to invigilate ECS HS&E Assessments.
- 1.11. 'Online Services' - services from time to time available to a licensed organisation, ECS Card applicants and ECS Cardholders through the ECS Card website [www.ecscard.org.uk](http://www.ecscard.org.uk)
- 1.12. 'Remote Invigilation System' – The ECS automated assessment system delivered via the ECS website that uses online computer artificial intelligence to monitor a delegate taking an ECS assessment in place of an invigilator.

## **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

2.2. 'You' or 'Your' refers to the person(s), firm, company and/or anybody corporate or unincorporated association who books an ECS Assessment or where the context so requires the individual taking the Assessment.

## **3. ECS Assessment 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 fully comply with these terms and conditions.

3.3. To comply with the licence, Invigilators will need to attend refresher training every three years.

3.4. The JIB has the right to withdraw a licence from any Licensed Organisation at any time.

3.5. This is a chargeable service provided by the JIB, although the JIB may decide to offer access to these services without charge from time to time and as determined by the JIB exclusively.

## **4. Contract Formation**

4.1. The contract will be between You and the JIB on these Terms and Conditions for the purpose of booking an ECS Assessment, in its current form as amended from time to time.

4.2. The JIB reserves the right to refuse any application to book an Assessment at its absolute discretion including without limitation if it has reasonable grounds to suspect you are acting as a third party booking agent for profit or if fraudulent activity is suspected for any reason.

4.3. An application to book an Assessment, whether by phone, in written communication or by any other electronic or automated means, shall be deemed an offer by You to purchase the Assessment as a service provided by the JIB upon these Terms and Conditions and as your representation that you are not acting as a third party booking agent for profit.

## **5. Licensed Organisation's Responsibilities**

5.1. Licensed Organisations are allowed to provide ECS Assessments within the terms of their licence.

- 5.2. Licensed Organisations must not provide, or allow their licensed invigilators to provide, ECS HS&E Assessments to any organisation or individual outside the scope of their licence.
- 5.3. All Licensed Organisations agree to provide ECS Assessments in accordance with the guidance notes provided by the JIB for the setting up and delivery of such Assessments.
- 5.4. Licensed Organisations must:
- 5.4.1. Ensure the security of the assessment system/process at all times.
  - 5.4.2. Appoint one or more Licensed Managers who will take responsibility to comply with the Licensed Organisation responsibilities for each assessment administered under the licence.
  - 5.4.3. Appoint one or more Licensed Invigilators who will take responsibility to comply with the Licensed Invigilator's responsibilities for the delivery of each assessment taken under the licence.
  - 5.4.4. Collect and provide all the required information for the purpose of administering the ECS Assessments and ensuring the accuracy of such information.
  - 5.4.5. Provide a suitable environment for the assessment session to be held in exam conditions.
  - 5.4.6. Provide all equipment, services and facilities for the assessment to take place.
  - 5.4.7. Ensure that the identity of each Candidate is verified.
  - 5.4.8. Advise Candidates that they will have a passport style photograph taken as part of the process.
  - 5.4.9. Ensure Candidates have been fully briefed and prepared to sit the relevant ECS Assessment.
  - 5.4.10. Ensure Candidates who have additional requirements or require special assistance to complete the Assessment are provided for under the terms of the Licence. This can include extending the time of the Assessment and/or reading the Assessment questions to the candidate and/or providing assistance with IT equipment or making any other reasonable adjustments.

## **6. Licensed Manager's Responsibilities**

- 6.1. A Licensed Manager must undertake training delivered by the JIB to be licensed to administer ECS Assessments and when required, undertake refresher training delivered by the JIB.
- 6.2. A Licensed Manager may also be a Licensed Invigilator.
- 6.3. A Licensed Manager must:
- 6.3.1. Administer the ECS Assessment for and on behalf of the Licensed Organisation to the guidance notes issued by the JIB for this purpose.

- 6.3.2. Ensure a sufficient number of licensed invigilators are trained to deliver the ECS Assessments delivered under the licence.
- 6.3.3. Maintain the security of the online system for which they are responsible.
- 6.3.4. Ensure the ECS Assessments are delivered in a suitable environment and Candidates have the required equipment needed to take the assessment.
- 6.3.5. Ensure the identity of each Candidate is verified and their photograph is taken.

## **7. Licensed Invigilator's Responsibilities**

- 7.1. A Licensed Invigilator must undertake initial training delivered by the JIB to invigilate ECS Assessments and when required to, undertake refresher training delivered by the JIB.
- 7.2. All Licensed Invigilators must be registered with the JIB.
- 7.3. A Licensed Invigilator is restricted to delivering ECS Assessments directly for the Licensed Organisation to whom they are registered.
- 7.4. A Licensed Invigilator must:
  - 7.4.1. Deliver ECS Assessments to the guidance notes issued by the JIB for this purpose.
  - 7.4.2. Maintain the security of the ECS Assessments they are responsible for.
  - 7.4.3. Verify the identity of the Candidates and take their photograph with the online system.
  - 7.4.4. Ensure a suitable environment and necessary equipment for delivery is provided by the Licensed Organisation

## **8. JIB Responsibilities**

- 8.1. The JIB will offer a licence to organisations that meet the criteria set for them to become a "Licensed Organisation" to deliver ECS Assessments.
- 8.2. The JIB will provide an online system to Licensed Organisations. The Assessments are designed to be delivered using web enabled equipment. No paper option for delivering Assessments will be available.

## **9. Fees**

- 9.1. The Licensed Organisation will pay the JIB the appropriate fees for the ECS Assessment Licence and all Assessments delivered under the terms of the Licence.

9.2. For the avoidance of doubt, if a Licensed Organisation books an Assessment through the Remote Invigilation service, the type of assessment booked cannot be changed. This means if an organisation books an incorrect assessment, a new booking and payment for that new assessment will be necessary. It is therefore imperative Licence Managers select the correct type of assessment when required.

9.3. All fees are due at the time of purchase and must be paid in full to the JIB.

9.4. Value Added Tax (VAT), will be payable by the Licensed Organisation and will be charged at the rate applicable on the date of purchase.

9.5. The JIB reserves the right to annually review the charges and administration costs made. Any change in fees charged to a Licensed Organisation will be notified in writing.

9.6. The current fees for the purchase of Test Credits can be found on the ECS website at [www.ecscard.org.uk](http://www.ecscard.org.uk).

## **10. Test Procedure**

10.1. If any of the details provided are incorrect, these will need to be corrected where possible before ECS Assessments. If necessary, you should contact the ECS Team on 01322 661622 or [administration@ecscard.org.uk](mailto:administration@ecscard.org.uk) immediately to correct.

10.2. The candidate will have the chance to check and alter personal information if this was either provided incorrectly or recorded incorrectly before undertaking the Assessment. This information can be amended either by the Invigilator responsible for the Assessment or the Candidate can alter this directly once you logged into the Assessment on your computer. You must NOT start the assessment if your personal information is incorrect as this will delay ECS card application.

10.3. The Candidate will need to confirm identity by producing photographic proof of identity (see 10.6). All candidates will have their photograph taken before the Assessment as part of the identity verification process.

10.4. Identification will be checked using an online scanning and facial verification system through the Remote Invigilation option. This identification checking is a standalone system and no data from this identification is held on the system.

**10.5. Failure to provide suitable identification may result in the Candidate being refused access to the Assessment.**

10.6. Suitable identification required to undertake the assessment includes:

10.6.1. Current and in date Passport

10.6.2. UK Driving Licence

10.6.3. EU Photo Identity Card

#### 10.6.4. Existing ECS Card

10.7. All identification provided for the purposes of the Assessment must be valid and in date.

10.8. Those providing fraudulent identification will be reported to the JIB's Fraud Investigation Team and/or to the relevant authorities.

10.9. The Candidate must prepare for the ECS assessment they are taking. The ECS card website has information about all ECS assessments and their requirements.

10.10. The ECS Assessment result is provided via the email address that provided for the individual and that email address which is confirmed at the beginning of the assessment.

10.11. Using the ECS Remote Invigilation Service candidates MUST follow the emailed and onscreen instructions. If the remote invigilation system picks up any unusual activity or the instructions are not followed precisely your assessment may be referred for moderation and the only feedback that you will receive will be in your result letter.

10.12. An ECS card MUST be applied for once all the scheme requirements have been fully met. There is no automated application process although an application can be made pending the attainment of the ECS health, Safety and Environmental Assessment.

10.13. Re-sits for either ECS Assessments invigilated by the Company or by Remote Invigilation will can be booked in the normal way. The JIB may require individuals to attend a physical assessment centre if fraud is suspected.

10.14. Details of the process for undertaking the Assessment are contained in the Revision Guide and are on the ECS website. These should be read prior to the Assessment being undertaken as the Guide contains important information on the systems used for the Assessment.

10.15. The JIB or ECS will not accept complaints from individuals failing the Assessment on the basis of a lack of understanding of the instructions for taking the Assessment, which are available ahead of the Assessment and detailed at the beginning of each Assessment.

## **11. Complaints**

11.1. Our objective is to provide the highest possible 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.

11.2. 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 to the JIB quoting the Licensed Organisation registration number and including their contact details.

11.3. Our complaints policy is available from the Policies and Documents section of the ECS Card website or we will e-mail a copy on request.



## **12. Abusive and Aggressive Behaviour**

12.1. We have the duty 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.

12.2. 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.

## **13. Governing Law**

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

## **14. Scotland**

14.1. The Scottish Joint Industry Board (SJIB) is responsible for the administration of the ECS Health, Safety and Environmental and other Assessments in Scotland. All enquiries must be made to the SJIB.

## **15. Logo**

15.1. 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.

15.2. 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.

## **16. Online services**

16.1. 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.

16.2. 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.

16.3. 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.

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

16.5. 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.

16.6. Provisions regarding security of the systems used by the JIB for online services are contained in the JIB Privacy Policy available on the JIB website.

## **17. Variation of terms and conditions**

17.1. 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 online system and will take effect immediately (unless a later date is specified in the notice).

17.2. 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.

17.3. 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.

## **18. Force Majeure**

18.1. 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.

## **19. Data Protection**

19.1. 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 including the General Data Protection Regulations 2018 (GDPR). Details of the JIB's Privacy Policy are

available from the JIB website ([www.jib.org.uk](http://www.jib.org.uk)) or on request from the Data Protection Officer at [dataprotectionofficer@jib.org.uk](mailto:dataprotectionofficer@jib.org.uk).

19.2. 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 their personal data.

19.3. 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. For more information about legitimate interests please see the JIB Privacy Policy.

19.4. From time to time the JIB may contact ECS Cardholders 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. This will only happen if the individual has consented or if there is another lawful basis for this contact. An applicant has the right to opt out of this service by logging in to their MyECS account or can unsubscribe from such services related to their previous contract on each communication.

19.5. Personal information provided to the JIB will be used for general administration purposes, including but not limited to, recoding the undertaking of an ECS assessment, processing an ECS card application, communicating with the individual about their ECS application or informing the individual of issues directly related to their registration including, but not limited to, their ECS card, any renewal application or reminders at time of renewal. The JIB will only use sub-processors where set out in the JIB Privacy Policy which will include the outsourced card printing facility for ECS.

19.6. Licensed Organisations must ensure the information provided to the JIB as part of an ECS Assessment or an ECS application is accurate and that the Licensed Organisation has a lawful basis for processing by passing this information to the JIB. By using this ECS Invigilation Facility, Licensed Organisations confirm this statement to be true for each individual an ECS Assessment or an ECS application is made via the Online Services for Licensed Organisations. Individuals are also asked to confirm they agree that personal information may be retained to allow an individual to obtain an ECS card at the point of undertaking an ECS assessment which may include further contact as above under a legitimate interest.

## **20. Online Service Description**

20.1. The JIB's online system 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.

20.2. 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](http://www.ecscard.org.uk)