

# GLAZING INSTALLER SCHEME RULES



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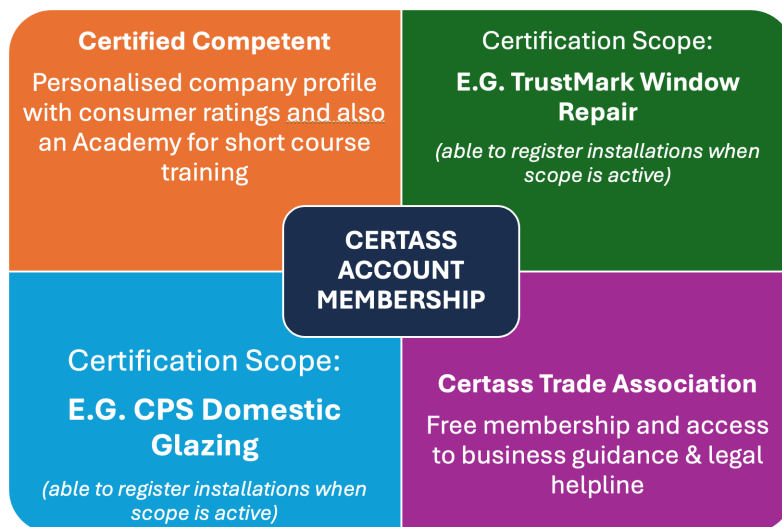
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## Section 1 – New application

### Introduction

This document outlines the terms and conditions that apply to Certass Member Contractors. Certass operates a number of certification schemes. As such, continued adherence to these terms and to the relevant scheme rules and technical guidance documents is required as a condition of membership.

Your membership is made up of a single account membership and one or more optional Certification Scopes. All the different certification scopes Certass offer exist under your single account membership (roofing Competent Person will be under its own terms & conditions and fees, but still under one account). There is also a multiple stage application process from 'Initial Application' through to 'Active' allowing you to pick and choose the certification scopes applicable to your business.



### 1.1 Scope of the Scheme

1.1.1 Certass will assess you against the scheme requirements as requested in your application. Following a successful desktop audit against the scheme requirements, we will issue you appropriate certification for the approved scopes applied for. You must only publicly claim you have certification that is consistent with the member certification issued by Certass.

1.1.2 **Certass Trade Association** - The business registered has signed up to the CTA Consumer Charter. This is **NOT** a certification scheme; it is a Trade Body representing the interests of industry and offering membership benefits to members. CTA membership is a free benefit of being a Certass registered business.

1.1.3 **Competent Person** - This scheme type allows a business registered with Certass to self-certify its installations to current Building Regulations as an alternative to using Building Control in England and Wales. The scope of our Competent Person Scheme includes:

- Domestic replacement window and door installations
- Non-domestic replacement window and door installations

Our Competent Person Scheme is operated under direct licence from UK and Welsh Government.

1.1.4 **PAS2030** - This scheme type allows a business registered with us to carry out domestic installations under the ECO framework across the UK. The scope of Certass Glazing Scheme for Energy Efficient Measures Scheme includes:

- Energy Efficient Windows and Doors

To gain PAS2030 certification you must have a current copy of PAS2030 standard and operate a Quality Management System in-line with the PAS2030 requirements.

1.1.5 **Thermal Rating Register** - The business registered meets the requirements of the TRR scheme in relation to Window Energy Ratings.

1.1.6 **CERTASS TRUSTMARK WORKMANSHIP SCHEME** - This scheme is a quality assurance scheme for reputable and trustworthy tradespersons designed to give consumers confidence when selecting a 'Tradesperson' for the RMI (Renovation, Maintenance and Improvement) sector and operates across the United Kingdom. The company is assessed against the requirements of these scheme rules. The scheme includes checks of organisational competence to undertake works within certified scopes to an acceptable industry standard. The scheme also encompasses requirements to meet standards of customer care through its consumer charter, financial protection, fair trading and sales practices. The trade scope of our Certass TrustMark workmanship scheme includes:

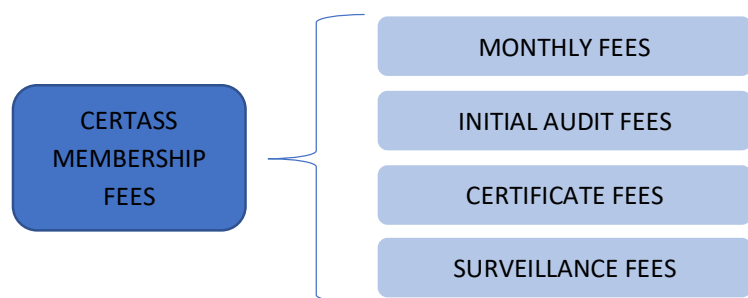
- |                                       |                                |
|---------------------------------------|--------------------------------|
| ➤ Bathroom Specialists                | ➤ Kitchen Specialists          |
| ➤ Bedroom Specialists                 | ➤ Leadwork Specialists         |
| ➤ Builders                            | ➤ Loft Conversion Specialists  |
| ➤ Carpenters & Joiners                | ➤ Painters & Decorators        |
| ➤ Conservatory Erectors               | ➤ Plasterers & Renderers       |
| ➤ Conservatory Warm Roof Replacement  | ➤ Plumbers                     |
| ➤ Drainage Engineers                  | ➤ Roofers                      |
| ➤ Drive & Patio Contractors           | ➤ Tilers – Floor & Walls       |
| ➤ Fence Installers                    | ➤ Velux Installations          |
| ➤ Handyman                            | ➤ Velux Repairs                |
| ➤ Home Adaptions - Elderly & Disabled | ➤ Window Installers & Glaziers |

This is **NOT** a Building Regulation notification scheme. Where Building Regulation notification is required, it must be done via either Local Authority, Approved Inspector or Competent Person Scheme as appropriate.

1.1.7 **Certass/TrustMark Trading Standards Approved Scheme** (TrustMark TS) - This scheme is a quality assurance scheme for reputable and trustworthy tradesperson that is endorsed standards and approval from Trading Standards. (Price on application)

## 1.2 Scheme Pricing

Certass Membership consists of various fees, each scope is made up of Monthly fees, Audit fees, Certification fees and Surveillance fees which varies depending on whether the scope is CPS, TrustMark or PAS. Please see appropriate tables for fees.



Company					
SCHEME TYPE	PRODUCT ITEM	MONTHLY MEMBERSHIP	EXTENSION TO SCOPE	PER CERTIFICATE	PER AUDIT
Competent Person	Each CPS Initial Assessment Fee		<b>£135</b>		
	Monthly Membership Fee (includes Certass Trade association, 1 <sup>st</sup> CPS certification scope and annual re-certification audit)	<b>£24.95</b>			
	2 <sup>nd</sup> and EACH Additional Glazing CPS Certification Scope	<b>£5.00</b>			
	CPS installation digital registration fee			<b>£1.65</b>	
	CPS postal supplement fee*			<b>£1.00</b>	
	CPS Surveillance audit (as deemed necessary by scheme risk profile) or Complaint investigation audit				<b>£140</b>
TrustMark	Each TrustMark Scope Initial Assessment Fee		<b>£145</b>		
	Certass TrustMark Workmanship scheme**	<b>£7.50</b>			
	TrustMark installation registration fee (digital certificate only)			<b>£2.00</b>	
	TrustMark Surveillance audit (as deemed necessary by scheme risk profile) or Complaint investigation audit				<b>£150</b>
PAS2030	PAS2030 Initial assessment		<b>£750</b>		
	PAS2030 Energy Efficient Glazing Certification	<b>£60.00</b>			
	PAS2030 Audit				<b>£250</b>
	PAS2030 installation registration (Includes digital CPS registration fee where matching CPS scope is held)			<b>£2.65</b>	

COMPANY MTC SITE OPERATIVES		
PRODUCT ITEM	Initial Assessment	Monthly fee
Per Mandatory Technical Competence (MTC) site operative subscription	<b>£130<sup>^^*</sup></b>	<b>£4.50</b> Includes future assessments, digital ID card and access to CTA training courses

All prices effective from 1<sup>st</sup> August 2025. All prices Exclude VAT. Failed audits charged at surveillance audit fee rate. For sample rates required per scope to determine audit charges see section 4.1. \*charge applied when a valid consumer email is not provided on installation registration. ^^\* Where the MTC knowledge test is not taken within 6 months, and site audit within 9 months additional fees may be applicable \*\*First 3 TrustMark scopes are every 3<sup>rd</sup> thereafter. Failed Direct Debits/administrative fees will be charged at £20 per failed attempt.

### 1.3 Membership Fees, Charges and Continuation of Membership

- 1.3.1 Your membership is continual and is subject to annual reviews and ongoing surveillance by the scheme. We will issue a membership certificate following Application Approval. This certificate provides details on how to check for validity etc. If you do not wish to continue membership, complete the cancellation form at <https://www.certass.co.uk/membership-cancellation-request/> and destroy the Certass certificate. A minimum of one month's notice is required for cancellation. Cancellation will take effect at the end of the billing cycle following the notice period. All fees due within the notice period remain payable in full, and no refunds will be issued for partial use.
- 1.3.2 Membership fees are detailed in this Scheme Rules Document.
- 1.3.3 Fees are payable in arrears by monthly variable Direct Debit.
- 1.3.4 Fees are payable on all membership statuses, except cancelled.
- 1.3.5 We reserve the absolute right to amend all fees and charges.
- 1.3.6 Our refund policy is:
- Registration fees are not refundable under any circumstances
  - Works registered and any applicable charges are not refundable
  - If you cancel your Membership with us, for any reason, no fees are refundable
- 1.3.7 Current fees are shown in section 1.2 of these Scheme Rules. All fees may be liable to change, and we will inform you if they do via an update to these rules posted on the Certass Members' Area. You shall log into the Certass Members' Area weekly to check for any updates to scheme rules or pricing.
- 1.3.8 We will periodically review your performance in relation to auditing activity, training requirements, complaints and disciplinary action. The outcome of the review may result in an increased inspection rate for lodged installations or in extreme cases, non-renewal of membership. The level of auditing activity is at the sole discretion of the Certification Scheme.
- 1.3.9 Audit charges are added automatically when the Certification Scope Sample Rate is met. Audit charges are taken in advance of the audit. Each certification scope is subject to audit charges for surveillance and extensions to scope.
- 1.3.10 MTC Initial Assessment payments are valid for 12 months. Please note that an administration fee may apply if the MTC Initial Knowledge Scan is not completed within six months of issue. Furthermore, if the on-site assessment is not conducted within 12 months, the Initial Assessment fee will become payable
- 1.3.11 The TrustMark Trading Standard Scheme fees are taken in advance of application processing and are non-refundable.

### 1.4 New Applications to Certass

These rules set out the requirements to gain and maintain membership with the Certass Scheme and optional upgrade to Certass Certification Scopes.

- 1.4.1 Certass shall accept applications from any contractor who meets the Scheme Assessment Criteria.
- 1.4.2 Certass shall determine any application only in accordance with these Installer Scheme Rules.
- 1.4.3 As part of the Scheme Rules, contractors wishing to become Member Contractors shall be required to submit, at their own expense, copies of such documentation as required by the Scheme Assessment Criteria set out in section 1.6 & 1.7 of these scheme rules.

Any Certass document assessment is not designed to determine whether your documentation is compliant with the law or meets your particular business needs.

You are responsible for the content of such documentation, and you should consult your professional legal advisers to ensure you meet the requirements of these Scheme Rules. Certass accept no liability for the fitness or appropriateness of your documentation.

- 1.4.4 Contractors are expected to cooperate with Certass throughout the application process and extend reasonable courtesy to Certass staff at all times.
- 1.4.5 Certass shall endeavour to process applications in a quick and efficient manner. Where an incomplete application has been submitted by a Contractor, Certass will liaise with them and notify them of this as soon as possible. However, due to the nature of certification, turnaround times may vary on a case-by-case basis.

## **1.5 Initial Certification Sequence Flow**

After you complete the initial application form, a member of our team will contact you to guide you through the application process. They will support you in ensuring you submit the required documentation, details of site operatives, products and set up a direct debit mandate.

Once you have passed the initial stage, we will create an audit record and pass your details of the local auditor. You will contact them when you are ready to proceed. They will assess an on-site installation plus review your paperwork matches what you have submitted as part of your initial application. The auditor, where needed, will also carry out MTC assessments on your site operatives, they will need to have already taken and passed the MTC Knowledge Scan prior to any on-site audit.

The auditor will pass the reports to our Certification Team who will write to you to let you know if any remedial action is required prior to certification approval.

## **1.6 Documentary Requirements**

During the various application stages and audit processes, there is essential documentation that must be included. The following section identifies what documentation is required at each stage.

## 1.7 Applicant Documentary Evidence Table

MEMBERSHIP PAPERWORK EVIDENCE REQUIREMENTS					
Uploaded by you into the members area					
	Certass Trade Association*				
Company Owner/Director Details					
Direct Debit					
£2 million Public Liability Insurance and where applicable £10 million Employers Liability Insurance					
Additional Requirements					
If you choose to upgrade your membership to additional certifications listed below					
CERTIFICATION PAPERWORK EVIDENCE REQUIREMENTS					
	Competent Person	PAS2030	Certass TrustMark	TM Trading Standards	
Site Operatives details					
YOUR HEAD OFFICE ASSESSMENT (Initial and re-certification)					
	Competent Person	PAS2030	Certass TrustMark	TrustMark TS	
Details of consumer financial protection					
Consumer Paperwork Contract/Guarantees etc.					
Business Management System Suitable method of record keeping, to operate the business or meet scheme requirements					
Training records					
Complaints Procedure and snagging/complaint log					
Health and Safety Awareness					
Installation work standards & products					
Waste Carrier Licence					
BACKGROUND CHECKS MADE BY CERTASS					
	Competent Person	PAS2030	Certass TrustMark	TM Trading Standards	
Credit Check					
Minimum trading for 6 months					
Trading Standards intelligence check					
DBS check for Director/Owner					
If applying for Installer WER we will need evidence of purchased IGU and frames with UKCA Mark declarations meeting minimum u-values					

\*you may choose to opt out of the Certass Trade Association and gain direct access to Certass Certification. There will be no reduction in fees.

## 1.8 Initial Certification

- 1.8.1 Upon successful application, Certass shall inform the Applicant of the decision to award scheme membership. Certass shall issue a Membership Certificate stating that the Contractor is now a Certass Trade Association Member where this has not been opted out of by you.
- 1.8.2 Our Customer Services Team will review your application. Once this membership application has been successfully completed, the member status is set to 'Active'.
- 1.8.3 The Member Contractor current certification status for each scheme will be displayed on the Certass website and available to the public via a public search function located at <https://certifiedcompetent.co.uk>.
- 1.8.4 Where you apply for membership of one of our certification scopes, your details shall appear on the Certass member search as 'Application in-progress'. Once this upgrade to Certification membership has been successfully completed and reviewed by our Certification Team, your member status is set to 'Active'.
- 1.8.5 Where you apply for a new application or an upgrade in certification scope and do not progress the application for 2 months Certass reserve the right to change the status of the application to 'Inactive application', this status will be listed on the member search. Fees will still be chargeable at prevailing rates.
- 1.8.6 Where you apply for a new application or an upgrade in certification scope and do not progress the application for 3 months, Certass reserve the right to change the status of the application to 'Cancelled'. Fees will still be chargeable at prevailing rates for Certass retained membership.
- 1.8.7 Certass shall award certification in accordance with these Scheme Rules. Certass shall only award certification for the areas in which it has authorisation to do so.
- 1.8.8 Where certification is refused Certass shall inform you within 28 days of the decision identifying the reasons certification was refused.

## Section 2 - Member Trading Requirements

These rules set out the standards of professional conduct that are expected of you to promote best practice and confidence in the integrity of this scheme and you.

### 2.1 All Certass Members Trading Requirements

- 2.1.1 You shall be responsible for all aspects of the works produced by you, regardless of whether you have completed the work yourself or not, and you shall carry out your work with all reasonable skill and care.
- 2.1.2 Where you employ sub-contractors, you shall be responsible for ensuring that they have the required skills to complete the works. In addition, the installer agrees to accept liability for the actions of any of its subcontractors.
- 2.1.3 In addition, where you employ sub-contractors, you shall be responsible for ensuring that they have the required skills to complete the works. You are responsible for:
- i. The declaration of works to us and take full responsibility for the work and your guarantee.
  - ii. Ensuring appropriate Public and Employers' Liability insurance is in place.
  - iii. Having suitable procedures in place to sign-off/inspect in-progress and finished works.
  - iv. Possessing adequate technical expertise to sign-off/inspect in-progress and finished works of the sub-contractor. Where you do not possess this, then you shall only appoint sub-contractors that are members of Certass Certification Scheme for the appropriate types where the scheme covers the trade type.
  - v. Any gas, electrical or water related works you shall ensure the sub-contractor is a member of an appropriate Competent Person Scheme and provides regulatory notices where appropriate.
  - vi. Agreeing to accept liability for the actions of any of its sub-contractors. The installer furthermore agrees that it will take no unreasonable contractual measures to limit liability, as per the Unfair Contract Terms Act 1977.
- 2.1.4 Works shall be carried out in accordance with all appropriate Building Regulations at the time of the installation.
- 2.1.5 You shall comply with current laws, statutory codes of practice and Certass guidance that affect your work.
- 2.1.6 You should adhere to regulations and best practices regarding consumer contracts and as enforced by local Trading Standards in line with guidance located at <http://www.businesscompanion.info>. Where Trading Standards raise issues regarding your contract terms, you may have your membership suspended with the scheme until you meet Trading Standards requirements.
- 2.1.7 You shall only carry out work for areas in which you are skilled. Such works will be carried out in a workmanlike manner with due care and skill.
- 2.1.8 You should make and maintain accurate and legible records of works, for a period not less than 6 years, including:
- Existing site conditions affected by the works
  - Proposed improvements
  - Digital images/accurate sketches of the existing property

- 2.1.9 You shall be appropriately insured to meet legal requirements (Public Liability Insurance and if applicable Employer Liability Insurance). Where your business undertakes design work, then you should have appropriate Professional Indemnity Insurance at a level commensurate to the design risk.
- 2.1.10 If you do not currently have these insurances, we may pass your details to an affiliated business, who will be able to provide appropriate insurances to facilitate your application. You remain free to choose appropriate insurances from any provider.
- 2.1.11 Labour only sub-contractors are considered employees. Bona-fide subcontractors are not generally acceptable for Certass self-assessment registrations where the sub-contractor carries out all aspect of the work registered.
- 2.1.12 You shall notify us regarding any event or action that could result in an insurance claim.
- 2.1.13 You must provide Certass with evidence of your continued and current trading address.
- 2.1.14 You must provide full details of all products supplied to consumers and evidence of the CE/UKCA Marking or other approved certification.

## **2.2 PAS2030 Specific Requirements**

- 2.2.1 PAS2030 specific requirements are in addition to those listed in competent person specific requirements.
- 2.2.2 You shall operate a quality management system in-line with the requirements of PAS2030.
- 2.2.3 You shall have suitable and sufficient trained site operatives as described in the Annex of PAS2030 for the scope of certification.
- 2.2.4 You shall have a current copy of PAS2030 and PAS2035 and show a suitable level of understanding as to its requirements.
- 2.2.5 You shall keep records in-line with the requirements of the current version of PAS2030.
- 2.2.6 PAS2030 certification will also be provided with a matching TrustMark scope at no additional cost. You shall also abide by all TrustMark license requirements as published on their website.

## **2.3 Certass TrustMark Workmanship Specific Requirements**

- 2.3.1 All installers should complete works within a timescale agreed with the consumer, but with provision for variances in weather, materials shortages and other factors outside the installer's reasonable control. If such situations give rise to delays, the installer should give the consumer due notice of any possible delay.
- 2.3.2 To retain an active membership, a credit check of your business will be required for trading addresses and be free of County Court Judgements.
- 2.3.3 You must have been trading for a minimum of 6 months.
- 2.3.4 You must provide full details of all products supplied to consumers and evidence of the CE/UKCA Marking.
- 2.3.5 All supervisory/lead installer site operatives must have a Certass MTC skills card which must be presented to all householders.

- 2.3.6 All work covered by a Certass TrustMark Workmanship Certification Scope must be registered with Certass unless it is registered with another Certass Certification Scheme.
- 2.3.7 You shall use a consumer contract meeting the TrustMark criteria requirements for all installations over £500.
- 2.3.8 In the determination of acceptable workmanship standards, Certass will use the following guidance documents as a basis for decision making:
- i. Manufacturer installation instructions, including any BBA or ETA certification deemed acceptable to Certass
  - ii. Relevant industry codes of practice and good practice guides
  - iii. Any technical material created and issued by Certass
- 2.3.9 Where Building Regulation approval is required, you must obtain this separately with the Local Authority, through a Competent Person Scheme or via an Approved Inspector. However, in all cases the installation must meet the requirements of Building Regulations whether or not registration is required with the Local Authority, with particular attention to the requirements of Regulation 7.
- 2.3.10 You shall inform Certass of the installation guarantee period for each installation registered with the scheme. The minimum guarantee period shall not be less than 2 years or to a level required by the TrustMark consumer code/code of conduct.
- 2.3.11 Where the TrustMark scheme member undertakes multi-trade installations and does not possess the in-house expertise to sign-off other trade types then the sub-contractor must be a TrustMark scheme member in their own right.
- 2.3.12 You must agree to, and abide by, all the requirements of the TrustMark code of conduct and brand use guidelines. You may only use the TrustMark brand where you have an active certification status.

## **2.4 TrustMark Specific Requirements**

- 2.4.1 TrustMark membership is available as an option for members with Certass TrustMark Workmanship Scheme or PAS2030 certification scopes.
- 2.4.2 TrustMark members shall have copies of, and abide by, the conditions laid out in the current versions of the TrustMark Code of Conduct and Customer Charter which are available in the TrustMark website.

## **2.5 Thermal Rating Register Specific Requirements**

- 2.5.1 You must provide Certass with details of your component suppliers including:
- i. Evidence of purchased IGU and window frame specification with CE/UKCA Mark declarations.
- 2.5.2 You must provide, on request, documentary evidence of purchased components.

## 2.6 Undertaking the Works

- 2.6.1 You shall identify yourself to the consumer as a Certass Member only for your approved scope of certification.
- 2.6.2 All installers registered with Certass should offer clear information to the consumer on the services being offered. A written specification is required detailing company information and the work to be undertaken, materials to be used, proposed timetable, price and payment method. This can be made available to the consumer in the form of a contract or a quotation. It is recommended that installers seek out approval signatures from consumers for scope of works, particularly in cases where a degree of variance from the original specification is anticipated or expected. In addition:
- i. Full notes and drawings of customer requirements should be taken and filed.
  - ii. All works shall be carried out in accordance with legislative and Certass requirements.
- 2.6.3 All works shall be carried out in a skilled manner and meet the requirements of all Building Regulations, appropriate Codes of Practice and be completed to an acceptable industry standard.
- 2.6.4 The installer agrees to comply with all current statutory and common-law requirements in respect of Health and Safety and shall continue to comply with any amendments, secondary legislation and case-law developments in this area.
- 2.6.5 In terms of environmental health, the installer agrees to comply with all requirements with regards to waste disposal, particularly with regards to hazardous waste. Sites are to be kept clean and tidy with waste and energy consumption kept to a minimum.
- 2.6.6 Member contractors must provide adequate financial protection and guarantee wording as indicated in the following table against each scheme.

Consumer Financial Protection and Guarantee Wording Requirements Per Scheme		
Scheme	Financial protection requirements	Guarantee requirements
Any Domestic works (CPS and Certass TrustMark Workmanship Scheme)	<p>All guarantees provided to consumers shall be protected by an independent backed guarantee from a Certass approved supplier. You shall be able to choose from any of the Certass approved IBG suppliers. You must maintain an active account with your chosen supplier and notify Certass immediately if you change supplier or no longer have an active IBG provider account.</p> <p>Where you have taken a deposit from your consumer in respect of a proposed installation which is to be registered with the scheme, you shall pre-register the proposed installation with the scheme as soon as you have collected that deposit payment.</p> <p>Best practice dictates that deposits should be protected either by insurance, client accounts or consumer payment by credit card/finance. Certass shall pass the deposit information to your chosen Certass approved IBG provider for the issuance of a deposit protection documentation to your consumer only where you indicate deposit protection required. Where deposits are not taken in one of the options stated above Certass will take no action, however, Certass consumer published guidance will indicate deposits should be protected as this may influence a consumer buying habits.</p>	<p>You shall issue a written workmanship guarantee, in favour of your consumer, in respect of each installation registered with the scheme. The written guarantee shall be worded to protect your consumer against physical faults or errors in the installation on the following minimum basis:</p> <ol style="list-style-type: none"> <li>a. Installation Defects and Workmanship – 2 years</li> <li>b. Breach of Building Regulations - 6 years</li> </ol> <p>Where the product manufacturer's guarantee is capable of being transferred to your consumer, you shall freely transfer this to your consumer. The product manufacturer's guarantee may be excluded from your provided</p>

	<p>Where you have completed the installation to your consumer's satisfaction and no defects are evident in the installation, you shall sign-off on the installation, using Certass' systems and processes for such sign-off. Upon such sign-off, the installation shall be considered to be "registered".</p> <p>Where you have registered an installation with the scheme (where either you have not collected a deposit; or have collected a deposit and have subsequently signed-off the completed installation) Certass shall, upon the satisfactory completion of the installation, pass the installation data to your chosen Certass approved IBG provider for the issue of an independent backed guarantee to your consumer.</p> <p>You shall be responsible for payment of all fees due directly to your IBG provider where Certass passes the data.</p>	<p>Independent Backed Guarantee.</p> <p>You shall be bound by the terms of your written guarantee and shall honour each issued written guarantee for its respective duration.</p> <p>Consumer provided guarantees must be transferable to new building owners. Guarantee conditions relating to Building Regulations must be freely transferable other aspects may be chargeable at a reasonable fee.</p> <p>Certass shall, at its sole discretion, determine the suitability of any consumer provided guarantee wording and applicable financial protection.</p>
Competent Person: Non-Domestic works	An Independent Backed Guarantee is optional.	Guarantees must be transferable to new building owners.
Competent Person – Local Authority work	If you carry out a significant proportion of work directly for Housing Associations, you may apply to the Certass Local Authority Scheme where an Independent Backed Guarantee may be offered to the Housing Association on the installation contract.	Guarantees must be transferable to new building owners.
PAS2030/TrustMark	Meet the requirements of financial protection as listed in the TrustMark Framework operator requirements document	

2.6.7 Work must be registered with Certass according to the appropriate scheme requirements as identified in the following table:

When Work Must Be Registered	
Scheme	Registration
Competent Person	Where a deposit is taken, all work is to be pre-registered. All work to be registered/signed off within 21 days of completion.
Certass TrustMark Workmanship Scheme	All work over £500 is to be pre-registered and signed off within 7 days of completion. Work under £500 may optionally be registered with the scheme. All work is to be pre-registered and signed-off within 21 days of completion.
PAS2030	All work is to be pre-registered and signed-off within 21 days of completion.

2.6.8 You shall only sign-off works with the Certass scheme when you deem the works are complete, all contract terms with the consumer are met, the installation meets all relevant Building Regulations & codes of practice and falls within the Certass scheme scope.

## 2.7 Complaints Procedure

2.7.1 You shall keep a complaints log and records of all consumer complaints for a period of not less than 6 years. The complaint documents shall, as a minimum, record:

- Consumer issues
- Investigation and details of non-conforming products/installation
- Outcomes and resolutions of complaints

You shall make all complaints records available to Certass.

2.7.2 You shall adopt the Certass customer complaint policy as part of your complaints handling procedures, or other complaints policy deemed suitable by Certass. Where requested you shall supply a copy of the complaints procedure to the consumer.

2.7.3 Your complaints policy is based upon a process of escalation, commencing with attempts to resolve the issue by you, then escalation to us. Certass will not involve itself with any consumer complaint until the contractor complaints procedure has been exhausted. We act as an independent third party to the contract which exists between your customer and you. Where the issue cannot be resolved, and the consumer wishes to use our third-party arbitration service, you shall participate in arbitration to remain a Certass member.

2.7.4 When consumer complaints are escalated to us, a fee will be charged where we need to carry out an inspection of the works. This fee will be at least the current failed inspection fee rate where we need to carry out a site inspection over and above your sample rate. Whenever a consumer complaint is formally escalated to us, we will require you to provide all supporting documentation within five working days.

2.7.5 Where a complaint is escalated to Certass, we will review all the facts related to the complaint. We may request further clarification from the various parties. We will seek to resolve the complaint to the consumer's satisfaction. Our decision will be final but is not binding on the consumer. However, you shall abide by our decision to remain a Certass scheme member. Where the consumer wishes to seek arbitration with our third party appointed arbitrator, you shall agree to arbitration to remain in the scheme.

2.7.6 If a consumer complaint is received directly by us about you, we will inform the consumer to contact you and follow your complaints procedure.

2.7.7 If you receive a consumer complaint about us, this should be fully recorded as to the nature and circumstance and then passed immediately to us.

2.7.8 Your complaint records will be used by us as part of our quality assessment procedures and can also be used in certain circumstances to instigate the disciplinary procedure.

## 2.8 Consumer Code of Conduct

2.8.1 All Certass members shall be bound to the following key principles:

- ✓ Not mislead or take advantage of consumers
- ✓ Consistently provide a high level of customer service
- ✓ Treat consumer's home with care and respect
- ✓ Listen to consumer's needs to ensure an honest course of action
- ✓ Provide quotes, estimates and contracts in writing and plain English
- ✓ Adopt appropriate standards of best practice to carry out work

- ✓ Only use materials appropriate for the work and meet industry standards
- ✓ Register all appropriate installation work with our Certification Body
- ✓ Not act in a prejudice manner by treating all customers fairly
- ✓ Ensure compliant use and storage of consumer personal data
- ✓ Uphold the integrity of the code always

## **2.9 Consumer Ratings and Contractor Bio**

- 2.9.1 Consumer ratings are provided free of charge to all scheme members. Consumers may leave a rating on any installation registered with Certass which is vetted prior to display by Certass. Certass provide a member 'right to reply' for each consumer rating. Any response made shall be truthful and not bring the scheme into disrepute.
- 2.9.2 Certass members may add a bio and gallery of previous work onto the Certass members area which is publicly available. Bio's & Gallery's shall be accurate and truthful and not bring the scheme into disrepute. Certass shall, at its sole discretion, reject any provided member bio or gallery.

## Section 3 - Certification Agreement

### 3.1 Your Membership

These rules set out requirements to maintain Certass membership.

- 3.1.1 By lodging installations and maintaining membership with Certass you:
- Agree with the Certass Scheme and appropriate product rules and undertake to read and understand any published scheme documentation available on your members' area.
  - Have read and understood any other specific requirements defined by the scheme.
  - Confirm that the appropriate internal procedures are in place to ensure customer protection.
- 3.1.2 The Scheme Rules, including benefits and pricing, may be changed from time to time and you should ensure that you have read and understood all such documents, which can be found at [www.certass.co.uk](http://www.certass.co.uk) on your member's area. You shall apply as appropriate, the Scheme's technical rules and requirements. You shall log into the member's area at regular intervals, at least weekly, for updates to scheme rules, benefits and pricing. You must agree to the certification agreement changes prior to lodging further work with the scheme.
- 3.1.3 You shall keep the scheme informed of any changes to your business details including constitutional changes to the business for example; changes in directors, limited company status, notification of liquidation or bankruptcy, change in registered or trading address, any issues that may affect your ability to conform to certification requirements, etc.
- 3.1.4 You shall disclose to the scheme, any of the following, at the soonest opportunity:
- Prior disciplinary allegations made and proven by other Competent Person Schemes, Certification Bodies or trade/professional associations.
  - Referrals to disciplinary hearings by other Competent Person Schemes, Certification Bodies or professional associations.
- 3.1.5 You should respond to queries made by the scheme in the investigation of any potential disciplinary issues in a timely manner.
- 3.1.6 You should inform the scheme if you believe any business is claiming to be a Certass member when they are not.
- 3.1.7 You shall not engage in conduct that damages the reputation of any Certass scheme.
- 3.1.8 Use of provided Certass logos and certification documents shall be in-line with the relevant Logo Use Policy shown in your member's area. If you use the logo on your website, you will also link back to [www.certass.co.uk](http://www.certass.co.uk). If you leave the Scheme, you shall no longer use the logo or claim membership of the scheme.
- 3.1.9 You are required to demonstrate financial probity of your business to Certass. Certass may carry out a credit check as part of the application process.
- 3.1.10 Certass fully expects that all members of the scheme will act in a fair and responsible manner. This is a condition of continued membership. As such, the installer agrees to act within the law at all times, abiding not only by the Terms and Conditions of Certass membership, but also abiding by all

consumer protection legislation. If at any time, the installer fails to meet these expectations, their membership of the scheme may be terminated.

3.1.11 Contractors are expected to accommodate the needs of Certass auditors and if applicable observers, with respect to permitting reasonable free access to premises, sites and documentation when carrying out audits and complaint investigations.

3.1.12 You shall identify yourself to the consumer as a Certass member only for your approved scope of certification.

### 3.2 Your information

3.2.1 If you are an active member, as a minimum, your business name and membership number and contact details will also be published on the Certass website and if applicable, the Competent Person Scheme website, Green Deal Orb website, TrustMark website or other required websites as required by any applicable licence agreements.

3.2.2 Certass will share data relating to your installation data registered with Certass with your chosen Independent Backed Guarantee (IBG) provider. We will disclose your membership status information with consumers or consumer representatives on request.

3.2.3 As part of the Scheme Assessment Criteria, Certass reserves the right to contact the Contractor's Independent Backed Guarantee provider to ensure that appropriate financial protection is being provided to customers.

3.2.4 Where you choose to be part of a Certass partner scheme, for example, a scheme sponsored by a product manufacturer, then we may share your certification status, installation and audit records.

### 3.3 Membership Status Categories

There are 5 certification statuses:

Status	Stage	Public website search	Member-ship area	Able to lodge installations
<b>In Application</b>	You have applied for membership of the scheme or a particular certification scope but have not yet gone through all our assessment criteria to obtain 'Active' status.	Visible	Available	No
<b>Certification in Review</b>	You have met our desktop vetting requirements but have not yet had an on-site inspection of work, have not submitted any work to the scheme for an extended period, your re-certification audit is more than 3 months overdue or have no listed site operatives against a certification.	Visible	Available	No
<b>Active</b>	There is no issue with your membership/ scope.	Visible	Available	Yes
<b>Not Active</b>	There is an issue with your membership.	Visible	Available	No

<b>On hold for Audit</b>	An audit is required on the account	Visible	Available	Pre-completion registration only
<b>Cancelled</b>	Not a member and shall remove all Certass branding from your business advertising and marketing literature, livery and paperwork.	Not visible	Not available	No

### 3.4 Data Protection

3.4.1 Certass is registered with the Information Commissioner’s Office and shall treat all submitted information regarding Contractors, Member Contractors and Customers in accordance with Data Protection legislation.

3.4.2 To encourage full compliance with the Scheme Rules, the Building Regulations and relevant legislation, Certass may disclose certain information submitted during the application and certification process. Such disclosures may include:

- Disclosures to the Ministry of Housing, Communities and Local Government or other Government departments and their representative bodies
- Disclosure to your IBG provider for consumer protection
- Disclosures to Trading Standards or the Office of Fair Trading
- Disclosure to Alternate Dispute Resolution (ADR) providers where both consumer and you are engaged
- Disclosures to customers if installations have compliance failures
- Disclose to other certification bodies of outstanding non-compliance issues
- Site operative training details where Certass issue a skills card

3.4.3 Where you carry out an installation for a customer, you shall take responsibility for obtaining the customer’s consent for their data to be shared with Certass, your product suppliers and your IBG provider (for the purposes of registering the installation with Certass and for arranging consumer protection respectively) and you shall take measures to ensure that such consent is freely given and informed.

3.4.4 Where you provide us with Site Operative information and Certass issue a Skill Card we shall list this information on a Certass website. You shall obtain permission from the Site Operative for this information to be used and inform Certass immediately if this permission is withdrawn by the Site Operative.

3.4.5 The Certass privacy notice is located at <http://www.certass.co.uk/privacy/>

### 3.5 Applicable Law

3.5.1 These terms shall be read in accordance with the laws of England & Wales.

3.5.2 If a dispute involving these terms cannot be resolved through informal means, the dispute shall be heard in a court of competent jurisdiction in England or Wales.

## 3.6 Variation

- 3.6.1 Certass reserves the right to vary these terms.
- 3.6.2 Certass will communicate such variations to terms to Member Contractors via the Certass Members' Area. Major changes may be communicated to Member Contractors in writing, whilst identifying particularly important areas of change.
- 3.6.3 Certass Members must agree to all variations of Scheme Rules to maintain membership.

## 3.7 Obligatory Licences

- 3.7.1 The Certass Building Regulation Compliance Certificate (BRCC) is a product developed and owned by Certass under Government authorisation. Works shall be lodged with Certass for the issuing of a BRCC. It is mandatory to use the specified format and description of service, without variation.
- 3.7.2 Certass membership/certification certificates remain the property of Certass and must be returned to Certass on request.
- 3.7.3 Any certification documents issued by Certass must not be replicated without the express permission of Certass. Approval to duplicate documentation will be conditional on being in a format agreed with Certass.
- 3.7.4 The Certass Certificate of Conformity (CCC) is a product developed and owned by Certass. Works shall be lodged with Certass for the issuing of a certificate. It is mandatory to use the specified format and description of service, without variation.
- 3.7.5 It is a scheme requirement to provide a consumer email address where this is provided by the consumer. The CCC and consumer protection documentation will be emailed directly to the consumer.
- 3.7.6 All audit report records created by Certass are owned by Certass and will not be shared with any third parties, including Certass members, except at the discretion of the Certass technical team.
- 3.7.7 Certass may operate chain of custody schemes with product suppliers. The supplier may at our discretion appear on our consumer issued certificates.

## 3.8 Issuing of Certification to consumers

- 3.8.1 Where an email address is provided, Certass shall email a link to an electronic version of the Certificate of Compliance. You must use the consumer email address and not use your own.
- 3.8.3 Where the email address fails, then Certass will post a copy of the Certificate to the consumer at prevailing chargeable rates.
- 3.8.4 Once a file is downloaded it will be available for 30 days for additional download. After this period additional copies will be chargeable at prevailing rates listed on the Certass website.
- 3.8.4 A copy of BRCC's are available on the members portal for 6 months from creation. You may pass these direct to consumers.

## Section 4 – Scheme Monitoring and Compliance

### 4.1 Quality Monitoring Procedures

- 4.1.1 Certass carries out quality monitoring of all scheme members to ensure competence is on-going. Therefore, Member Contractors shall be subject to a compliance regime to ensure that they continue to comply with the Scheme Rules.
- 4.1.2 Certass will carry out (either directly or using a subcontractor) a number of audits to ensure that you are abiding by our rules and to ensure consumer protection. These may include:
- i. Consumer satisfaction checks, using telephone or questionnaire.
  - ii. Site audits of the property and any documentation associated with it.
- 4.1.3 When we notify you that one of your works has been selected for audit you shall, on request, provide us with the supporting documentation requested. This can include:
- Photographic evidence of the property before installation work starts where the situation does not meet current Building Regulations BUT does not make the situation worse, e.g. fire escape window openings.
  - In-progress photographs of the installation for hidden aspects or for multi-stage construction work where key construction details will later be hidden, for example foundations, dpc, floor insulation etc. You will be required to upload detailed stage photographs into the installation file on the Certass members' area
  - Evidence of Part L compliance (U-value calculation, WER label or CE/UKCA mark)
  - Any BBA or ETA certification applicable to installation
  - Any product performance information such as CE/UKCA Marking information
  - Copy of purchase orders from suppliers
  - Copy of consumer quotation and contract
  - Survey reports
  - Site operative information
- 4.1.4 Failure to provide information by the requested date may result in an audit failure.
- 4.1.5 Where requested you shall attend the inspections, short notice cancellation within 24 hours of the appointment may result in additional charges to you.
- 4.1.6 We will keep full records of monitoring activities for all registered works. Our compliance and technical support team will produce statistics of the whole audit process.
- 4.1.7 It is a scheme requirement that householder contact telephone numbers are provided when works are lodged with Certass. Email addresses should be provided wherever possible.
- 4.1.8 All new members will be subject to the Installations sample method for the first two years following initial assessment to establish a track record. Following this, Certass shall choose one of two routes to determine member surveillance. The chosen route may change over time dependent on on-going monitoring performance. Both methods are risk-based. Whichever surveillance route is taken, as described below, member companies shall be subject to a full company vetting in year 1 which includes an on-site assessment. The routes are:
- **Installations sample method** – Based on the installations registered within the membership year
  - **Continuum method** – Based on all site operatives registered on a Certass or MTC Continuum product. Site operatives will be subject to periodic on-site audit phased to

match company on-site audits in 4 to 7 year intervals. Higher risk companies may also be subject to an additional installation sample rate.

- 4.1.9 On-going each year, typical audit rates are set out in the Sample Rate table below. Minimum and maximum inspection sample rates are determined on an individual member basis using a risk-based model.

The risk assessment table provides a guide to risk scoring and the audit rate banding table shows the typical determination of the sample rate. This is subject to on-going review and subject to change without notice.

PAS2030 RISK ASSESSMENT TABLE	
Risk Issue	Risk Score
Health and Safety Risk to life	12
Per major non-conformity (double where same N/C is repeated over time)	4
Per minor non-conformity (double when same N/C is repeated over time)	1
Per consumer upheld complaint	2
Use of a large proportion of sub-contractors	2
Failure to act on Certification Body requirements in a timely manner	4
Subsequent changes to key personnel affecting capability	2
Failure to notify Certification Body of changes to structure, organisation etc	1
No risk issue found	0

OTHER SCHEMES RISK ASSESSMENT TABLE		
Risk Issue	Low Score	High Score
Consumer Enquires (against installs in last 12 months)	<=5%	=>15%
Consumer complaints total	<=1%	=>6%
Consumer complaints open (against installs in last 12 months)	<=1	=>3
Proportion of Site Operatives on Continuum	=>75%	<=45%
Consumer desktop calls - Customer service	=>7.5	<=5
Consumer desktop calls – Reliability/timekeeping	=>6.5	<=3.5
Consumer desktop calls - Site tidiness	=>6.5	<=3.5
Consumer desktop calls – Workmanship standards	=>8	<=5
Consumer desktop calls – Product suitability	=>8	<=5
Consumer desktop calls – Would you recommend	=>90%	<=75%
Non-Compliances total ever (against total installation number)	<=1%	=>5%
Non-Compliances total in year (against installs in the last 12 months)	<=1%	=>3%
Open Non-Compliances	0	=>5
Low = 1 point, Medium =3 points, High =5 points. These are collated to determine a total score as shown in the Audit Rate Banding Table.		

AUDIT RATE BANDING TABLE		
PAS2030 Total Risk Score	Other schemes Total Risk Score	Audit Band
12 or above	>35	High Audit Rate

6-11	=>25 =<34	Medium Audit Rate
1-5	<=24	Low Audit Rate

SAMPLE RATE TABLE			
Measure	Low Audit Rate	Medium Audit Rate	High Audit Rate
PAS2030	1%	2%	3%
Installations Sample Method	1%	2%	3%
Continuum Method	0%	1%	2%

Audit Schedule			
Year	Competent Person	TrustMark	PAS2030
Year 1	Full company vetting + Applied sample rate	Full company vetting + Applied sample rate	Full company vetting + Applied sample rate
Year 2	Desktop Review + On-site assessment at applied sample rate	Risk based sample rate averaged over full assessment cycle	Full company vetting + Applied sample rate
Year 3	Desktop Review + On-site assessment at applied sample rate		Full company vetting + Applied sample rate
Year 4	Desktop Review + Risk based sample rate averaged over full assessment cycle		Full company vetting + Applied sample rate
Year 5			Full company vetting + Applied sample rate
Year 6	Desktop Review + On-site assessment		Desktop Review + On-site assessment
Subsequent years follow the 4-6 year cycle. A full company vetting includes an on-site assessment			

- 4.1.10 To ensure accuracy and impartiality, the Member Contractor shall be unable to specify which Installation(s) are to be inspected. Instead, Certass shall determine these at random. Certass shall notify the Member Contractor of the chosen Installation(s) via the Certass members' area.
- 4.1.11 Where a Member Contractor cancels two or more inspection appointments, or fails to accept two separate invitations for inspection, the Member Contractor shall be liable for any administration costs incurred by Certass.
- 4.1.12 The certified company audit criteria that Certass use to determine the suitability for certification are outlined in Appendix A.
- 4.1.13 Where the certification scope is for Competent Person or TrustMark, Certass may, at its sole discretion choose the necessary surveillance method.

## 4.2 Disciplinary Processes

### 4.2.1 Disciplinary Processes resulting from Quality Monitoring Procedures:

- If any form of disciplinary action is to be taken, it will be in accordance with the Disciplinary Tariff (see 4.3).
- For minor breaches, we will issue written guidance of breaches discovered during inspection and what action is required to put right the breach.
- Where a minor breach is not corrected to the scheme satisfaction, that then becomes a serious breach. Certass will issue a formal warning containing a clear explanation of how the performance criteria has been breached and automatically apply a secondary sanction.
- In the case of a serious breach, Certass will issue a written formal warning clearly stating what action is required. If you fail to comply with the instructions included in this warning, a second formal warning will be issued, and sanctions may be imposed. If you still fail to comply with the matter your membership may be withdrawn.
- Where scheme membership is withdrawn due to a disciplinary issue, other Certification Bodies within the same sector will be informed of the reason the Certass certification is withdrawn.
- Your details may be retained by Certass for a period of not less than 25 years from cancellation. Your details may be passed to relevant oversight bodies where we are requested to do so.

### 4.2.2 Disciplinary Process as a result of a consumer or other third-party complaint:

- In the event that we receive an escalated complaint from a customer, and where this is subsequently confirmed to be a breach of Scheme Rules, the disciplinary processes will be implemented.

## 4.3 Disciplinary Process Tariff

Where Certass find a Non-Conformance, determined from the Disciplinary Tariff list, it shall determine the action required and time frames for remedial action on a case-by-case basis. Where the member does not work with Certass to bring the non-conformance into order, in a timely manner, this may lead to suspension or termination of membership in-line with the scheme rules section 4.5 'Termination of Membership'.

### Disciplinary Tariff list

- Failure to provide accurate and complete information to the scheme in respect of your membership.
- Attempt to transfer membership, or use by, another person.
- Failure to act with integrity, honesty and trustworthiness in your dealings with customers.
- Failure to recognise the limits of your competence and keep your skills up to date.
- Failure to work with reasonable skill and care.
- Failure to treat all customer information as private and confidential.
- Failure to develop yourself to improve your professional performance and competence.
- Failure to make and keep, accurate and legible records.
- Failure to take proper health & safety precautions.
- You shall comply with all Scheme Rules pertinent to your certified scopes.
- Damaging the reputation, name or goodwill of the scheme.
- Continuous repeated suspensions, whatever their cause.
- Failure to comply with your own internal complaints procedure, which should be based on a graduated, escalation of the complaint ensuring that the onus on resolution of the complaint is on you.

- Failure to comply with all the escalation requirements set out in these Scheme Rules, in the event that a consumer complaint is escalated to the scheme.
- Failure to comply with the final decision of the scheme. You shall comply with the scheme's decision. This applies to the resolution of a complaint or the outcome of a disciplinary panel.
- Inappropriate use of Certass logo, TRR logo or other trademark.
- Abusive or threatening behaviour towards Certass staff or consumers.
- High level of consumer complaints upheld by the Scheme.
- Failure to consistently provide consumer contact telephone details for quality assurance purposes.
- Breaches to relevant Building Regulations.
- Failure to carry out installation works in a workmanlike manner.
- Failure to have in place adequate management systems required for the scope of certification.
- Failure to keep adequate records of works registered with the scheme.
- Failure to use adequately trained site operatives.
- Failure to use products in the installation works that are fit for purpose.
- Failure to install products to manufacturer's instructions.

## 4.4 Compliance Issues

- 4.4.1 If a Compliance Failure has been discovered, Certass shall serve you with a non-compliance order with respect to the Compliance Failure.
- 4.4.2 Once issued with such a non-compliance order, you shall ensure the issues are addressed in the time specified by the compliance and technical support team. You will be expected to provide evidence that the Installation is fully compliant with all relevant scheme requirements.
- 4.4.3 Installations with non-conformance issues shall be subject to additional, chargeable audits in-line with the current audit charges of section 1.2.
- 4.4.4 Certass may inform customers of any compliance failures. Where remedial works are not carried out in a timely manner and/or the member leaves the Certass Scheme with an outstanding non-compliance, Certass will inform the householder of the audit failure issues.
- 4.4.5 If there is any evidence you do not fully meet Scheme Rules, we may increase the monitoring activities on you. Alternatively, we may require you to undertake further training.
- 4.4.6 If a consumer complaint is upheld against you, increased monitoring may take place if it is deemed appropriate.
- 4.4.7 In the event that we receive an escalated complaint from a consumer and where this is subsequently confirmed to be a breach of Scheme Rules, the disciplinary processes will be implemented.
- 4.4.8 Fees will be charged for increased audit inspections.
- 4.4.9 Certass may also highlight areas for improvements as recommendations. These recommendations will not form a non-compliance order, however, they may be used as part of the risk-based analysis for audit sample rates.

## 4.5 Termination of Membership

- 4.5.1 Certass will terminate the membership of any Member Contractor who:
- Fails to abide by the Scheme Rules
  - Fails to take appropriate action to resolve a consumer complaint

- Fails to maintain payment of any Certass fees
- Fails to maintain standards of quality
- Fails to maintain standards of professional & courteous conduct when dealing with Certass staff
- Fails to ensure that adequate consumer protection mechanisms are available to consumers (Independent Backed Guarantees, deposit protection, etc)
- Has been subject to criminal prosecution
- Brings Certass, or other Competent Person Schemes into disrepute
- Threatens (whether deliberately or otherwise) the impartiality and independence of any Certass scheme
- Fails to remedy non-compliance issues
- Misuses the Certass name or any Certass logos

4.5.2 Certass shall not arbitrarily terminate the membership of any Member Contractor who, otherwise continues to comply with the Scheme Rules. Termination shall be based solely on Scheme Assessment Criteria and the Scheme Rules.

4.5.3 Termination of scheme membership shall constitute a withdrawal of certification. Certass shall not process any requested Compliance Certificates (BRCC or CCC) after certification has been withdrawn. Termination shall not affect the validity of any Compliance Certificates already issued.

4.5.4 Where scheme membership is withdrawn due to a disciplinary issue, other Certification Bodies within the same sector may be informed of the reason the Certass certification is withdrawn. If you are removed from the scheme for a breach of the scheme rules your company details will be listed on a publicly available website for 2 years.

4.5.5 Your details may be retained by Certass for a period of not less than 25 years from cancellation. Your details may be passed to relevant oversight bodies where we are requested to do so.

## **4.6 Disciplinary or Certification Decision Appeals**

4.6.1 If you wish to appeal a disciplinary action or a Certification Decision you should write to us with the full details relating to the matter, including the reasons for the appeal. A senior manager will independently review the matter and inform you of the findings and, where applicable, further appeal procedures.

## Section 5 - Members Skills and Ability

Where you provide Certass with the personal details of your employees of sub-contracted labour, you are responsible for informing them of the data Certass hold about them. You are also responsible for immediately informing Certass where the site operative no longer carries out installation work with your company.

### 5.1 Competent Person, PAS2030, TrustMark Workmanship Scheme

5.1.1 In order to gain the Certification status 'Certification Active' for additional scopes you will be assessed by Certass to have adequate site operatives with technical competence to undertake works. You will be assessed against our technical competence requirements by:

- Observation of on-going and completed works
- Professional discussion
- Audit and professional conduct
- Work experience
- Approved qualifications

All site personnel are required to undertake on-going training to ensure they remain competent and up to date. For example, as a result of changes to Building Regulations, EN standards or technical approvals. Certass Continuum includes required Building Regulation training.

The organisation assessment will evaluate:

- i. Training records and programmes
- ii. Experience, qualifications and work assessment of site operatives

Site operative assessments are based on the following:

- i. Surveyors/Supervisors – All Surveyors/Supervisors must be MTC assessed
- ii. Installers – 1 per installation team

Certass MTC Continuum assessments and charges shall apply.

### 5.2 Skills/Work Assessment of Site Operatives

Site operative competence assessments are based on each installation certification scope and will be generally assessed against the requirements listed under each heading. However, it is not a requirement for each individual assessment criteria to be observed during the competency assessment. The assessor will observe and question the site operative to establish an essence of work competency and make a judgment on ability of the operative to meet all the requirements extrapolated from the actual observation and questioning criteria to meet the general learning outcomes. The assessor may observe both in-progress and a portfolio of completed work.

The assessment is of the site operative and provides confidence that the site operative has adequate knowledge and skills to undertake, and where appropriate, direct the works to ensure that other site operatives are suitably skilled to carry out works, under direction, to a suitable industry standard.

To ensure the ongoing assessment of site operatives is completed appropriately to our requirements you must ensure accurate site operative data is uploaded with the installation lodgement.

### **5.2.1 Assessment criteria for site operatives**

Site operatives will be assessed on their ability to undertake the work based on the areas listed below. The Certass Auditor will use applicable codes of practice, regulation and qualification criteria to make a judgement on competence.

#### *Experience and qualifications*

Certass will review any formal qualifications such as those received as an apprentice etc. Certass will also review the Site Operative's experience such as the range of projects worked on, time in the industry, roles carried out in the industry etc.

#### *Customer service*

Certass will assess the Site Operative's ability to deliver reliable customer service in line with the organisations policies and procedures.

#### *General Health, Safety & Welfare*

Certass will assess that the Site Operative understands the basic requirements of health, safety and welfare on a construction site including headline legislation, safe working environments and risk assessment. Certass will check the Site Operative understands and complies with the organisations Health and Safety requirements

#### *Conforming to productive working practices in the workplace*

Certass will assess that the Site Operative can communicate with and maintain productive working relationships with colleagues and customers in an appropriate manner. Follow organisational procedures for the sequence of work and maintain relevant records.

#### *Moving, handling and storing of materials*

Certass will assess the Site Operative understands how to safely handle and lift materials and that the materials are stored in-line with manufacturers' recommendations.

#### *Interpretation and application of contract information*

Certass will assess the Site Operative's ability to interpret contract information such as plans, schedules, risk assessment etc., as well as have an understanding of regulatory requirements such as Building Regulations, planning requirements, party wall issues etc.

#### *Understanding the requirements of workmanship standards*

Certass will assess the Site Operative's understanding of the standards of workmanship required to meet manufacturers' requirements and appropriate industry codes of practice and ability to ensure operative's work output is to these appropriate standards.

#### *Site Operatives undertaking the work*

Certass will assess the Site Operative's ability to undertake the work to appropriate industry standards. Where the assessment is of a Supervisor, we will assess the Supervisor's ability to direct the works and determine the required quality of installation work.

### **5.2.2 General Guidance documents used by Certass for workmanship standards**

As the primary determiner of acceptable installation standards, Certass shall use manufacturers' installation instructions.

Secondary to this, Certass shall use guidance notes issued by Certass, industry codes of practice or good practice guides. A sample of such guides are as follows:

- BS8000 series – Workmanship on construction sites

- BS 8213-4:2007 Windows, doors and rooflights. Code of practice for the survey and installation of windows and external doorsets
- APEL or MTC requirements of MHCLG or PAS2030
- BS 6150:2006+A1:2014 Painting of buildings. Code of practice
- BS5534 Slating and tiling for pitched roofs and vertical cladding – Code of Practice
- NHBC Standards and guidance notes
- BRE good practice guidance notes
- 3<sup>rd</sup> Party certification documentation such as BBA or ETA certificates
- Certass Trade Association - Building Regulation Guides, Case Studies and Good Practice Guides

The above is not an exhaustive list, however, wherever a Non-Conformance is raised the appropriate standard will be listed in the N/C record.

## Section 6 - Interpretation of terms used in this document

- 6.1.1 'you' means either the individual if the member is a sole trader or body corporate
- 6.1.2 "Building Regulation Compliance Certificate (BRCC)" means the certificate, issued to the Customer, which certifies that the installation, to which the certificate relates, complies with the current Building Regulations.
- 6.1.3 "Certass Certificate of Conformity (CCC)" means the certificate, issued to the Customer, which certifies that the installation, to which the certificate relates, has achieved a workmanship quality, (This is **NOT** a compliance certificate with the current Building Regulations as in 6.1.2).
- 6.1.4 "Certass Members Area" means the Member Contractor's own unique page on the Certass website, this page is used to store membership documents, technical documents and manage memberships.
- 6.1.5 "Contractor" means an enterprise (whether it be a sole-trader, partnership or limited company) who is not a member of Certass.
- 6.1.6 "Customer" means an individual who has contracted with a Member Contractor, to have home improvement works installed in their existing domestic property.
- 6.1.7 "Installation" means any qualifying work carried out by a Contractor or Member Contractor, which falls under the scope of the relevant Scheme Rules.
- 6.1.8 "Compliance Failure" means any deficient feature of an Installation, company records, processes, procedures and site operative competence. "Membership Certificate" means the document, issued by Certass to Member Contractors, confirming that they have met the Scheme Assessment Criteria, and are now bound by the Scheme Rules.
- 6.1.9 "Membership Year" means the period beginning on the day on which Certass membership begins and lapses one full year after that date. As such, every Member Contractor's Membership Year is unique.
- 6.1.10 "Member Contractor" means a Contractor who has successfully completed an application to a Certass scheme, is bound by the Scheme Rules, and has received acknowledgement of certification by Certass.
- 6.1.11 "Notifiable Works" means any installation where there exists a requirement under to notify a competent authority.
- 6.1.12 "Scheme Assessment Criteria" means the requirements set out by the Scheme Rules, and any application documents.
- 6.1.13 "Scheme Rules" means all available documentation on individual certification schemes operated by Certass. This includes these terms & conditions, any documentation provided on the Certass website, any notices, procedures or manuals on the Certass Members Area and any written correspondence from Certass to Contractors (including application forms, notices, etc).
- 6.1.14 "Labour Only Sub-contractor" means working directly under the Certass member's supervision and using the Certass member's materials and/or equipment. They may use their own portable hand tools. Must be fully covered by the Certass member's Public and Employers Liability Insurance.
- 6.1.15 "Bona-Fide Sub-Contractor" means Sub-Contractors who work without the Certass member's supervision and bring their own materials, equipment and tools.

## Annex A – Audit criteria outline for certified companies

### A1 Initial Certification

The initial company certification will be made up of the following audit aspects:

The Certass Auditor will pick at random and fully review case files (consumer job files) from the applicant company and work through aspects of the audit.

#### *Company standard contract and customer documentation*

The Auditor will check that the contract, guarantee, survey documentation etc. matches the documentation submitted to Certass as part of the initial desktop review. The auditor will check that the documentation is fully completed in-line with organisational procedures.

#### *Management Systems*

The Auditor will check that the applicant company has a system to record, manage and retrieve documentation including customer information and technical guidance. The management system does not need to be a formal documented system it can be informal so long as it meets the needs of the business.

PAS2030 Certification only - Where the scope of certification includes PAS2030 then the applicant company will be checked that it has a management system in-line with the requirements of PAS2030

#### *Health and Safety Procedures*

The Auditor will check that the applicant company meets basic Health and Safety requirements relevant for the size of the organisation such as COSHH assessment, Accident book, first aider etc.

#### *Complaints Handling*

The Auditor will check that the applicant company has access to the submitted complaints procedure and has a method for recording complaints. This includes issues such as snagging records that may not be considered a formal complaint.

#### *Sales Process (TrustMark Only)*

The Auditor will check the applicant company sales procedures to check the company does not use high pressure sales techniques.

#### *Administrative Staff*

The Auditor will check the applicant company training/experience records of administrative staff and company principles to determine they have the capability to operate the management systems. The Auditor will also check that the supervisory staff, those making declarations to Certass and company principles understand the scope of Certification and what can be registered with the scheme.

#### *Site Operative Management*

The Auditor will check a sample of the training and qualification records of site operatives, ensuring the operatives meet the certification scheme scope requirements and determine how new site operatives are inducted, trained & knowledge is kept up to date. The Auditor will also check sub-contractor records where the applicant company uses them to determine how sub-contractors are chosen, managed and supervised.

#### *On-site installation*

The Auditor will also visit an installation to determine that installation work meets the particular scheme criteria. This is described further in section A3.

## A2 Extension to scope and Re-certification

The Certass Auditor will pick at random and fully review a case file applicable to the extension to scope from the applicant company and work through aspects of the audit.

### *Significant Changes*

The Auditor will determine if there are any significant changes to core management systems from initial company certification.

### *Site Personnel Management*

The Auditor will review the site operatives and supervisory staff knowledge and competence in relation to the site operations for the Extension to Scope and training records are up to date.

### *On-site installation*

The Auditor will also visit an installation to determine that installation work meets the particular scheme criteria. This is described further in section A3.

## A3 Surveillance

The Auditor will determine the installation that will be audited.

### *Property Details*

The Auditor will record the type of property, description, construction type and streetscape.

### *Consumer feedback*

The Auditor will ask the consumer for any feedback regarding the installation if they are on-site at the time of the audit.

### *Access, protection and Health and Safety*

The Auditor will check that work is carried out in a safe manner, that the site is tidy, and materials are stored and disposed of in a suitable manner.

### *The certified installation works*

Criteria for the audit is dependent on the scheme scope as listed below

**Competent Person Scheme** - The Auditor will check the installation meets the functional requirements of the Building Regulations.

**PAS2030 Scheme** - The Auditor will check the installation meets the functional requirements of the Building Regulations and the installation requirements as listed in PAS2030 Standard.

**The TrustMark Workmanship Standards Scheme** - The Auditor will check materials and systems of work are completed in-line with manufacturer instructions, BBA or ETA certification. In addition, the Auditor will check that the installation is carried out to appropriate industry codes of practice, common accepted practice and good practice guides stated standards and tolerances.

Where aspects of the installation are hidden the Auditor will request digital photos to evidence compliance with hidden aspects.

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END

