

## **Terms and Conditions for JIB ECS Employer Portal**

The following Terms and Conditions apply to all organisations that are licensed by the JIB to use the ECS Employer Portal application system under licence from the JIB and form the contractual terms between the JIB and the Licensed Organisation for the purposes of ECS applications.

The JIB is responsible for the administration of the ECS Health, Safety and Environmental assessment (HS&E) in England, Wales and Northern Ireland. Separate terms and conditions apply to organisations that deliver ECS Health, Safety and Environmental (HS&E) assessments under licence from the JIB and these can be found on the ECS website at [www.ecscard.org.uk](http://www.ecscard.org.uk)

The Electrotechnical Certification Scheme is affiliated to the Construction Safety Certification Scheme (CSCS) and, where applicable, displays the CSCS logo to show compliance with the CSCS requirement of health, safety and environmental awareness for access to construction sites.

The web based employer portal for ECS card applications provides companies with an electronic application process that removes the paper applications for the issue of an ECS Cards. All applications made via the Employer Portal are done so under the Terms and Conditions for the Electrotechnical Certification Scheme (ECS) which are available on the ECS website.

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

## 1. Definitions

The following definitions will apply within these Terms and Conditions

- 1.1. 'ECS Card' - The card issued under the rules of the ECS scheme.
- 1.2. 'ECS scheme' - The electrotechnical industry's qualification and competency scheme for the independent recognition and verification of qualifications, the grading of operatives and access to construction sites through its affiliation to CSCS. The ECS scheme is offered by the JIB to which applicants apply to be registered. Registration is dependent on the applicant's validated qualifications in order to obtain the grade or occupational discipline as defined within the rules of the scheme.
- 1.3. 'Health, Safety and Environmental Assessment' (HS&E Assessment) – The test carried out by a candidate set by the JIB on health and safety awareness to comply with the requirements of the CSCS for access to construction sites.
- 1.4. '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.
- 1.5. 'Employer Portal Licence' – the agreement with a licensed organisation defining the scope and restrictions of the licensed organisation to use the electronic web based employer portal for ECS card applications.
- 1.6. 'Licensed Organisation' – An organisation that meets all the criteria set by the JIB to use the electronic web based employer portal for ECS card applications.
- 1.7. '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)

## 2. Interpretation

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

## 3. Employer Portal Licence

- 3.1. The JIB will offer a licence to organisations that meet the criteria set for them to become a "Licensed Organisation".
- 3.2. Licensed Organisations must comply fully with these terms and conditions.
- 3.3. Licensed Organisations must only use the employer portal for their employed operatives and members of staff.
- 3.4. The licence will be renewed annually.
- 3.5. The JIB has the right to withdraw a licence from any Licensed Organisation at any time.
- 3.6. This is a chargeable service provided by the JIB.

## 4. Licensed Organisation's Responsibilities

- 4.1. Licensed Organisations are allowed to use the electronic web based employer portal for ECS card applications within the terms of their licence.
- 4.2. Licensed Organisations must:
  - 4.2.1. Only use the employer portal for their own directly employed staff within the scope of their licence
  - 4.2.2. Ensure the security of the application system/process at all times.

- 4.2.3. Appoint one or more staff who will take responsibility to comply with the Licensed Organisation responsibilities.
- 4.2.4. Provide all equipment, services and facilities necessary for the online application system to be used within the organisation.
- 4.2.5. Ensure that the identity of each ECS card applicant is verified.
- 4.2.6. Ensure that the requirements for and ECS registration and card application including the HS&E Assessment are fully met.
- 4.2.7. Ensure that the company has a lawful basis for processing to make an ECS card application for each employed operative or member of staff added to the application system as per Section 15.6.
- 4.2.8. Licensed Organisations must ensure the list of employees on the Employer Portal is kept accurate and up to date to take account of employees who join and leave the company, plus any relevant changes to an employee's personal information.

## 5. JIB Responsibilities

- 5.1. The JIB will offer an annual licence to organisations that meet the criteria set for them to become a "Licensed Organisation" to administer electronic ECS card applications via the employer portal.
- 5.2. The JIB will provide an electronic web based ECS card application service to Licensed Organisations. The application service is designed to be delivered using web enabled electronic equipment that complies with the online services supported equipment. Paper applications or applications made directly by operatives are not accessible via the employer portal and will be treated as a standard application under the normal JIB application terms and conditions.

## 6. Fees

- 6.1. The Licensed Organisation will pay to the JIB all the appropriate fees for ECS registration and card applications.
- 6.2. All fees are due at the time of purchase and must be paid in full to the JIB.
- 6.3. Value Added Tax will be payable by the Licensed Organisation and will be charged at the rate applicable on the date of purchase.
- 6.4. 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.
- 6.5. Payment may be made by the Company with an advance payment that the JIB hold on account, by a BACS payment (minimum payment £250) or a card payment.
- 6.6. Discounts for JIB member companies only apply where the Employer Portal is used or where the Licensed Organisation has listed each individual as an employee of the Licensed Organisation.
- 6.7. The current fees for the various ECS cards can be found on the ECS website at [www.ecscard.org.uk](http://www.ecscard.org.uk).

## 7. Complaints

- 7.1. Our objective is to provide a high standard of service. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.
- 7.2. If our standard of service has not been as expected and a Licensed Organisation wishes to make a complaint, the complaint should be made in writing to the JIB quoting the application reference and include a contact for correspondence.

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

## **8. Abusive and Aggressive Behaviour**

- 8.1. We have the right to look after our staff and protect them from aggressive and abusive behaviour. We expect interaction with our staff to be professional in all situations.
- 8.2. 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.

## **9. Governing Law**

- 9.1. These terms and conditions are governed by English Law.

## **10. Scotland**

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

## **11. Logo**

- 11.1. The ECS and the JIB logos are registered trademarks. The marks can only be used if express, prior approval has been received in writing from the JIB for each and every use of the mark. Requests for the use of the mark must be made in writing to the JIB.
- 11.2. 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.

## **12. Online services**

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a Company and/or Individual.
- 12.5. The JIB will from time to time work with third parties to deliver the online services on their behalf. These third parties will be bound under the same terms and conditions as set out in this agreement.
- 12.6. 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.

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

- 13.1. The JIB has the right to vary these Terms and Conditions at any time. Any changes to these Terms and Conditions will be made available on the ECS employer portal and will take effect immediately (unless a later date is specified in the notice).
- 13.2. 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.

- 13.3. If the JIB fails to enforce any of the rights under these Terms and Conditions, it does not mean the JIB will not enforce them in the future. The JIB has the right to enforce these terms and conditions.

#### **14. Force Majeure**

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

#### **15. Data Protection**

- 15.1. 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).
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. Personal information provided to the JIB will be used for general administration purposes, including but not limited to, recoding the undertaking of an ECS HS&E 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.
- 15.6. Licensed Organisations must ensure the information provided to the JIB as part of the 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 Employer Portal, Licensed Organisations confirm this statement to be true for each individual an ECS application is made via the Online Services for Licensed Organisations. Confirmation to this affect is sent to the individual once application is made by the Licensed Organisation.

## 16. Online Service Description

- 16.1. The JIB's online service combines a suite of services with the aim of supporting interested parties, ECS applicants and to maximise the benefits from holding an ECS card to both the cardholder and their employer. These services will normally be available 24 hours a day 7 days a week subject to scheduled maintenance windows and unforeseen interruption.
- 16.2. 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)