

## **The ECS Health, Safety and Environmental Assessment Terms and Conditions**

The following Terms and Conditions apply to all who contact the Joint Industry Board (JIB) to book an Electrotechnical Certification Scheme (ECS) Health, Safety and Environmental Assessment or Premium Service at Swanley or other location provided directly by the JIB.

### **1. Interpretation**

1.1 In these Terms and Conditions the following words have the following meanings:

- 1.1.1 'Booking Agent' – Any person, firm, company and/or any body corporate or unincorporated association that makes an application to book an Assessment on behalf of an individual, including, but not limited to, the Electrical Contractors' Association, Unite the Union, a registered Training Provider or the employer of the individual where booking as a Licensed Invigilation Centre.
- 1.1.2 'CSCS' – Construction Skills Certification Scheme.
- 1.1.3 'ECS' – Electrotechnical Certification Scheme. The electrotechnical industry's qualification and competency scheme for the independent recognition and verification of qualifications, the grading of operatives and access to construction sites through its affiliation to CSCS. The ECS 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.
- 1.1.4 'ECS Card' - The card issued under the rules of the ECS scheme.
- 1.1.5 'ECS Health, Safety and Environmental Assessment' (Assessment) – The health, safety and environmental assessment provided by the JIB which meets the requirements of the ECS as an up-to-date health and safety qualification to be awarded with an ECS card, in line with the requirements of the CSCS Scheme.
- 1.1.6 'JIB' – The Joint Industry Board for the Electrical Contracting Industry.
- 1.1.7 'Licensed Invigilation Centre' – Employers, Training Providers or other agreed person, firm, company and/or any body corporate or unincorporated association that is provided with a License to undertake the Assessment in house for their employees, registered apprentices or other specific individuals under the terms of that License.
- 1.1.8 '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.

- 1.1.9 'You' or 'Your' – The person(s), firm, company and/or any body corporate or unincorporated association who books the ECS HS&E Assessment or where the context so requires the individual taking the Assessment.
- 1.1.10 'We', 'us' and 'our' refers to the Joint Industry Board (JIB), whose registered office is at PO Box 127, Swanley, Kent, BR8 9BH.
- 1.2 Any reference to statute or statutory instrument or provision shall include those statutes, statutory instruments or provisions as amended, modified, extended, re-enacted or replaced from time to time.
- 1.3 In these Terms and Conditions references to the masculine shall include the feminine and vice versa and references to the singular shall include the plural and vice versa as the context admits or requires.
- 1.4 In these Terms and Conditions the headings of a section shall not affect the construction of that section.
- 1.5 These Terms and Conditions apply only to those Assessments booked to be undertaken at the offices of the JIB in Swanley, Kent.

## **2. Contract Formation**

- 2.1 The contract will be between You and the JIB on these Terms and Conditions to the exclusion of all other terms and conditions in any previous written or oral communication for the purpose of undertaking an Assessment, including the Assessment in its current form as amended from time to time.
- 2.2 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.
- 2.3 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.

## **3. Price and Payment**

- 3.1 The fee for the Assessment taken in England, Wales and Northern Ireland is determined by the type of assessment which the individual selects, which can include a premium service. The premium service may allow an individual to obtain an ECS card following registration the following day.
- 3.2 For the most up to date information and the breakdown of the different types of assessment, including the prices for each type of assessment, please see the ECS

website at [www.ecscard.org.uk](http://www.ecscard.org.uk). The JIB reserves the right to amend this price at any time.

- 3.3 No payment will be deemed to have been received until it has cleared. You will not be allowed to undertake the Assessment or have your ECS application processed until all outstanding fees have been fully paid.

#### 4. Test Procedure

- 4.1 If any of the details provided in Your confirmation letter or email are incorrect you should contact the ECS Team on 01322 661622 or [administration@ecscard.org.uk](mailto:administration@ecscard.org.uk) immediately.
- 4.2 You 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 You are undertaking or You can alter this directly once you logged into the Assessment on your computer.
- 4.3 You are required to arrive at least 15 minutes before your Assessment is due to take place for the purposes of identity check and for a photograph to be taken to be shown on your ECS card produced after a successful ECS card application has been processed.
- 4.4 If You do not attend Your scheduled Assessment without giving the minimum of three (3) working days notice, You will need to re-book the Assessment and pay for this new Assessment slot. Any fee for the missed Assessment will be forfeit.
- 4.5 You will need to confirm your identity to the Invigilator by producing photographic proof of identity. All candidates will have their photograph taken before the Assessment as part of the identity verification process.
- 4.6 Your identification may be checked using an online scanning and facial verification system. This identification checking is a standalone system and no data from this identification is held on the system.

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

- 4.7 Suitable identification required to undertake the assessment includes:
- 4.7.1 Current and in date Passport
  - 4.7.2 UK Driving Licence
  - 4.7.3 EU Photo Identity Card
  - 4.7.4 Existing ECS Card

- 4.8 All identification provided for the purposes of the Assessment must be valid and in date. If You have any questions about the identification requirements please contact [r.gibbs@jib.org.uk](mailto:r.gibbs@jib.org.uk)
- 4.9 Those providing fraudulent identification will be reported to the JIB's Fraud Investigation Team and/or to the relevant authorities.
- 4.10 A Site Visitor's Assessment, as opposed to the general Electrotechnical Assessment, is available for Site Visitor's card applications and is also 45 multiple-choice questions, randomly selected from the same pool of questions excluding those questions in the Electrotechnical section. The same ECS Question and Answer Book should be used to revise for the Site Visitor's Assessment excluding those questions in the Electrotechnical section.
- 4.11 Candidates are allowed 30 minutes to complete the Assessment (further time may be awarded to those requiring special assistance).
- 4.12 A score of 38 out of 45 is required to pass the Assessment. The test is automatically marked and Your score will be displayed on the computer immediately following completion of the Assessment. An email will also be sent to You confirming the result of the Assessment. This email will also provide details of the next steps to apply for your ECS card in the relevant occupational discipline.
- 4.13 Those who do not pass the Assessment may be able to undertake a re-sit of the Assessment on the same day subject to space being available in a subsequent Assessment slot and at the sole discretion of the Invigilator undertaking the session.
- 4.14 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.
- 4.15 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.

## **5. Special Assistance**

- 5.1 If You require special assistance to undertake the Assessment this must be notified to the ECS Health, Safety and Environmental Booking Team at the time of booking.
- 5.2 It may be that a second Invigilator or special facilities are required and there is no guarantee a person will be available to invigilate Your Assessment if you have not requested this at the time of booking.

## **6. ECS Card Application**

- 6.1 The Assessment is not a free standing qualification but meets the minimum standards of health, safety and environmental awareness for the purposes of an ECS registration application and the production of an ECS card.
- 6.2 The Assessment will expire after two years following the date of the successful completion of the Assessment. If You have not successfully completed and had an ECS application processed before this date, the Assessment will no longer be valid and You will need to undertake a new Assessment.
- 6.3 The results of the Assessment will be sent to the email address You provide. Once you have received the results of a successful Assessment pass score, this means the results have been uploaded to your profile on MyECS and will allow you to apply for an ECS card, or for your employer to apply for this on Your behalf through the ECS Employer Portal. You should check with your employer whether they will complete this application and Your consent will be required for the Employer to undertake this application on Your behalf.
- 6.4 For those using the Premium Service, reference must also be made to the JIB Terms and Conditions for ECS cards as any application for an ECS card, whether via the Premium Service or otherwise, must meet the full requirements for the Scheme at the time of application. These Terms and Conditions can be found on the ECS website at [www.ecscard.org.uk](http://www.ecscard.org.uk)

## **7. Fraudulent Behaviour**

- 7.1 The JIB reserves the right to void an Assessment if there is a reasonable suspicion a candidate has been involved in or is linked to any misconduct, fraud or cheating.
- 7.2 In this scenario where You are reasonably suspected on misconduct, fraud or cheating, You will forfeit any amount paid to undertake the Assessment.
- 7.3 If You suspect another candidate of misconduct, fraud or cheating You should alert the Invigilator to such activity or inform the Invigilator of the details as soon as reasonably possible.
- 7.4 Any candidate who has their Assessment voided on suspicion of misconduct, fraud or cheating may be prevented from undertaking further Assessments or may have special conditions applied such as is reasonable in the circumstances and at the full discretion of the JIB.
- 7.5 If you wish to complain about a decision made or process undertaken, please see the Complaints Policy on the ECS website for further information.

## **8. Rescheduling or Cancelling an Assessment**

- 8.1 If You wish to reschedule Your Assessment this can be done by giving a minimum of 3 working days notice. You will not be able to reschedule Your Assessment within 3 working days of the booked Assessment date.
- 8.2 Notice must be given to the ECS Health, Safety and Environmental Booking Team by calling 01322 661 633. Confirmation of any amendment to the date or time of Your Assessment will be confirmed by email. There are no guarantees Assessment slots will be available at short notice or on particular days.
- 8.3 If You cancel Your Assessment within 5 working days of the date of the Assessment, you will not be refunded the amount paid for the Assessment. If You cancel Your Assessment at least 5 working days before the date of the Assessment, you will be refunded the amount paid minus an administration fee of £10 plus VAT.
- 8.4 Refunds will be made to the Credit or Debit card provided for booking, or a credit made to the relevant account. This will usually be within 14 days.
- 8.5 The JIB reserves the right to cancel Your Assessment at reasonable notice. In such a case, the JIB will seek to rearrange Your booking to a new date, time or venue. If this is not possible the JIB will provide reimbursement of any fee paid.

## **9. General**

- 9.1 The JIB shall not be liable to You if it is prevented from fulfilling its obligations under these terms and conditions by some reason beyond its reasonable control (including acts of god, fires, acts of terrorism or conditions preventing access to the offices of the JIB).
- 9.2 The JIB shall not be liable to You or any other party in contract, tort (including negligence or a breach of statutory duty or otherwise) for any loss or damage to persons or property caused by participation in the Assessment, failure to pass the Assessment or the inability to provide the Assessment at the arrange time, date or venue.
- 9.3 The JIB uses the personal data provided for the purposes of recording your undertaking and completion, whether successful or otherwise, of the Assessment, which has the sole purpose of providing evidence of the basic health, safety and environmental awareness required to apply for an ECS card in the relevant occupational discipline under the terms of the Scheme. By undertaking the Assessment You consent to the JIB holding this personal data provided for the purpose as detailed above. Further information on the data which the JIB may hold, the purposes for which this is held, retention periods and your rights in line with GDPR are available under the JIB Privacy Policy on the JIB website ([www.jib.org.uk](http://www.jib.org.uk)).
- 9.4 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 as above.

- 9.5 These terms and conditions supersede any previous terms or agreement on the delivery of the Assessment.
- 9.6 These terms and conditions do not have the effect of creating a partnership agreement between You and the JIB or creating a relationship of agency between You and the JIB.
- 9.7 These terms and conditions are governed by the law of England and the parties submit to the jurisdiction of the Courts of England.