

## **Terms and Conditions for JIB Registered and Preferred Training Providers**

The following Terms and Conditions apply to all organisations that are licensed by the JIB as Registered or Preferred Training Providers.

Registered Training Providers will receive a restricted Employer Portal licence to access the JIB ECS online application system, for the purpose of registering apprentices with the JIB. Registered Training Providers will also have the ability to apply for a licence to deliver the ECS HS&E assessment for apprentices who require the assessment prior to their registration.

Preferred training providers will receive a restricted Employer Portal licence and a restricted ECS HS&E system licence, with access, where applicable, to:

- the JIB ECS online application system for the purpose of registering apprentices with the JIB
- the ECS HS&E Assessment system for apprentices who need the assessment to gain their ECS Apprentice card but have not yet passed the first health and safety unit of the apprenticeship programme.
- deliver the JIB Mature Candidate Assessment (restricted qualification)
- Discounted rates for apprentice registration and the apprentice ECS HS&E Assessment.
- Use of the JIB Preferred Provider Logo
- Listing on the JIB website as a Preferred Provider

*The JIB is responsible for the administration of the ECS Health and Safety assessment in England, Wales and Northern Ireland.*

*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 and safety awareness for access to construction sites.*

*Access to the ECS online registration and assessment systems will be provided to licensed companies after successful application. Access is granted to the company-appointed staff via a two factor authorisation, using a website login and a mobile phone verification code.*

## 1. Definitions

The following definitions will apply within these Terms and Conditions

- 1.1. 'ECS' – Electrotechnical Certification Scheme. The electrotechnical industry's qualification and competency scheme for the independent recognition and verification of qualifications, the grading of operatives and access to construction sites through its affiliation to CSCS. The ECS is offered by the JIB to which applicants apply to be registered. Registration is dependent on the applicant's validated qualifications in order to obtain the grade or occupational discipline as defined within the rules of the scheme.
- 1.2. 'ECS Card' - The card issued under the rules of the ECS scheme.
- 1.3. 'ECS Health, Safety and Environmental 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 and apprentice registrations.
- 1.6. 'Licensed Organisation' – An organisation may be Licensed under one of the following licences:
  - 1.6.1. 'ECS Health and Safety Licensed Organisation' – An organisation that meets all the criteria set by the JIB to offer ECS Health and Safety Assessments and has been approved by the JIB through the application process to offer the Assessment..
  - 1.6.2. 'Employer Portal 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 and who has successfully submitted the relevant application.
  - 1.6.3. 'Mature Candidate Assessment Licensed Organisation' – An organisation that meets all the criteria set by the JIB to provide the restricted qualification, the Mature Candidate Assessment, through one of the two awarding bodies: City and Guilds or EAL.
- 1.7. 'MyECS' – The facility for ECS card holders that allows an operatives to view the details held by the JIB relating to an operative's ECS card and qualifications.
- 1.8. 'Online Services' – services from time to time available to a licensed organisation, ECS card applicants and ECS cardholders through the ECS card website [www.ecscard.org.uk](http://www.ecscard.org.uk).
- 1.9. 'Registered Training Provider' – A Training Provider who has made a successful application to register apprentices with the JIB.
- 1.10. 'Preferred training provider' – A Training Provider who has made a successful application to register apprentices with the JIB and benefits from the added benefits provided by the JIB for training organisations that meet the criteria.

- 1.11. 'ECS Health and Safety Licence' – the agreement with a Licensed Organisation defining the scope and restrictions of the Licensed Organisation to offer ECS Health and Safety assessments.
- 1.12. 'ECS Health and Safety Licensed Organisation' – An organisation that meets all the criteria set by the JIB to offer ECS Health and Safety Assessments and has been approved by the JIB through the application process to offer the assessment.
- 1.13. 'ECS Health and Safety Licensed Manager' – The person responsible within the Licensed Organisation for the delivery of ECS Health and Safety Assessments for and on behalf of the organisation.
- 1.14. 'ECS Health and Safety Licensed Invigilator' - A person who has undergone specific training, directed by the JIB, to be authorised to invigilate ECS Health and Safety Assessments.

## 2. Interpretation

- 2.1. 'We', 'us' and 'our' refers to the Joint Industry Board (JIB), whose registered office is at Unit 2, White Oak Square, London Road, Swanley, Kent, BR8 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 "Employer Portal Licensed Organisation".
- 3.2. Licensed Organisations must comply fully with these terms and conditions.
- 3.3. Registered and Preferred Training Providers must only use the employer portal for their apprentice registrations and employed operatives engaged directly in the company's operational activities.
- 3.4. The licence will be renewed after three years.
- 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.
- 3.7. All applications made for ECS cards come under the standard Terms and Conditions for the Electrotechnical Certification Scheme which can be found on [www.ecscard.org.uk](http://www.ecscard.org.uk).

## 4. Licensed Organisation's Responsibilities - Employer Portal

- 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 ECS Health and Safety Assessment are fully met.
  - 4.2.7. Ensure each member of staff added to the application system has given their permission for the company to make an ECS card application on their behalf and that the cardholder will manage their access options through the cardholder's MyECS facility.

## **5. JIB Responsibilities - Employer Portal**

- 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. Health and Safety Awareness Assessment Licence**

- 6.1. The JIB will offer a licence to organisations that meet the criteria set for them to become a “Licensed Organisation”.
- 6.2. Licensed Organisations must comply fully with these terms and conditions.
- 6.3. The licence will be renewed after three years.
- 6.4. The JIB has the right to withdraw a licence from any Licensed Organisation at any time.
- 6.5. This is a chargeable service provided by the JIB.

## **7. Licensed Organisation’s Responsibilities - Health and Safety**

- 7.1. ECS Health and Safety Licensed Organisations are allowed to provide ECS Health, Safety and Environmental assessments (HS&E assessments) within the terms of their licence.
- 7.2. Licensed Organisations must not provide HS&E assessments, or allow their licensed invigilators to provide, HS&E assessments to any organisation or individual outside the scope of their licence.
- 7.3. All Licensed Organisations agree to provide HS&E assessments in line with the guidance notes provided by the JIB for the setting up and delivery of HS&E assessments.
- 7.4. Licensed Organisations must:
  - 7.4.1. Ensure the security of the assessment system/process at all times.
  - 7.4.2. Appoint one or more Licensed Managers who will take responsibility to comply with the Licensed Organisation responsibilities for each assessment booked and taken under the licence.
  - 7.4.3. Appoint one or more Licensed Invigilators who will take responsibility to comply with the Licensed Invigilator’s responsibilities for the delivery of each assessment taken under the licence.
  - 7.4.4. Collect and provide all the required information for the purpose of administering the HS&E assessment.
  - 7.4.5. Provide a suitable environment for the assessment session to be hosted.
  - 7.4.6. Provide all equipment, services and facilities for the assessment to take place.
  - 7.4.7. Ensure that the identity of each HS&E assessment candidate is verified.
  - 7.4.8. Advise candidates that they will have a passport style photograph taken as part of the assessment process.
  - 7.4.9. Ensure candidates are prepared for the HS&E assessment.

## **8. Licensed Manager’s Responsibilities - Health and Safety**

- 8.1. A Licensed Manager must undertake training by the JIB to be licensed to administer HS&E assessments and when required to undertake refresher training directed by the JIB.
- 8.2. A Licensed Manager may also be a Licensed Invigilator.
- 8.3. A Licensed Manager must:
  - 8.3.1. Administer the HS&E assessment for and on behalf of the Licensed Organisation to the guidance notes provided by the JIB for this purpose.

- 8.3.2. Ensure there is a sufficient number of Licensed Invigilators trained to deliver the HS&E assessments delivered under the licence.
- 8.3.3. Ensure training for each Licensed Invigilator delivering HS&E assessment for the licensed organisation.
- 8.3.4. Maintain the security of the HS&E assessments system that they are responsible for.
- 8.3.5. Ensure that the HS&E assessments are hosted in a suitable environment and that candidates have the required equipment needed to take the assessment.
- 8.3.6. Ensure that the identity of each HS&E assessment candidate is verified and their photograph is taken for use on the ECS card to be issued.

## **9. Licensed Invigilator's Responsibilities - Health and Safety**

- 9.1. A Licensed Invigilator must undertake initial training by the JIB to invigilate HS&E assessments and when required to undertake refresher training directed by the JIB.
- 9.2. All Licensed Invigilators must be registered with the JIB to deliver ECS HS&E assessments.
- 9.3. A Licensed Invigilator may only deliver HS&E assessments directly for the Licensed Organisation they are registered to.
- 9.4. A Licensed Invigilator must:
  - 9.4.1. Deliver HS&E assessments to the guidance notes provided by the JIB for this purpose.
  - 9.4.2. Maintain the security of the HS&E assessments that they are responsible for.
  - 9.4.3. Verify the identity of the candidate taking the assessment and take their photograph with the ECS HS&E system for use on the ECS card to be issued.
  - 9.4.4. Ensure that a suitable environment and necessary equipment for the assessment is provided by the Licensed Organisation
  - 9.4.5. Follow the HS&E assessment procedures.

## **10. JIB Responsibilities- Health and Safety**

- 10.1. The JIB will offer an annual licence to organisations that meet the criteria set for them to become a "Licensed Organisation" to offer HS&E assessments.
- 10.2. The JIB will provide an electronic HS&E web based assessment service to Licensed Organisations. The assessments will be designed to be delivered using web enabled electronic equipment that complies with the online services supported equipment. The electronic HS&E web based assessment service has an option for the assessment to be taken without an internet connection but must be connected to an internet connection before and after the assessment is taken. No paper option for HS&E assessments will be available.

## **11. Fees**

- 11.1. The Preferred Training Provider will pay an annual registration fee. This is confirmed to the Preferred Training Provider directly each year.
- 11.2. The Licensed Organisation will pay to the JIB all the appropriate fees for ECS registration and card applications and HS&E assessment fees.
- 11.3. All fees are due at the time of purchase and must be paid in full to the JIB.
- 11.4. Value Added Tax (VAT) will be payable by the Licensed Organisation and will be charged at the rate applicable on the date of purchase.
- 11.5. The JIB will annually review the charges and administration costs made. Any change in fees charged to a Licensed Organisation will be notified in writing.
- 11.6. Payment may be made by the Licensed Organisation with an advance payment that the JIB hold on account, by a BACS payment (minimum payment £250) or a card payment.

## 12. Complaints

- 12.1. 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.
- 12.2. 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.
- 12.3. Our complaints policy is available from the ECS card website or we will send a copy on request.

## 13. Abusive and Aggressive Behaviour

- 13.1. 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.
- 13.2. 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.

## 14. Governing Law

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

## 15. Scotland

- 15.1. 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.

## 16. Logo

- 16.1. The ECS and the JIB logos are registered trademarks. Requests for the use of the mark must be made in writing to the JIB. The marks can only be used if express approval has been received in writing from the JIB.
- 16.2. In the case of either of the registered trademarks being used without the JIB's permission, appropriate action will be taken, which may include legal action.
- 16.3. A Preferred Training Provider will be allowed to use the "JIB Preferred Provider" logo whilst registered with the JIB as a Preferred Training Provider. If at any time the Preferred Training Provider fails to remain, or is removed, from being a JIB Preferred Provider then the organisation must without delay remove all references of use of the "JIB Preferred Provider" logo from wherever it has been used.
- 16.4. Registered Training Providers do not have permission to use any JIB or ECS logos.

## 17. Online services

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a company and/or individual.



- 17.5. 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.

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

- 18.1. 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).
- 18.2. 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.
- 18.3. The JIB has the right to enforce these terms and conditions at any time.

#### **19. Force Majeure**

- 19.1. 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.

#### **20. Data Protection**

- 20.1. 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).
- 20.2. These terms and conditions of use should be read in conjunction with the JIB Privacy Policy which sets out the processes, storage, security, confidentiality, breaches and further rights of data subjects in relation to the use of an individual's personal data.
- 20.3. 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.
- 20.4. 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 to this contact 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.
- 20.5. 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.
- 20.6. Licensed Organisations must ensure the information provided to the JIB as part of the HS&E Assessment or an ECS application is accurate and that the Licensed Organisation has a lawful basis for processing by passing this information to the JIB. By using this ECS Invigilation Facility, Licensed Organisations confirm this statement to be true for each individual an ECS HS&E Assessment or an ECS application is made via the Online Services for Licensed Organisations. Individuals are also asked to confirm they agree that personal information may be retained to allow an individual to obtain an ECS card at the point of

undertaking the HS&E assessment which may include further contact as above under a legitimate interest.

## **21. Online Service Description**

- 21.1. 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.
- 21.2. 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)