

## Application and Agreement for the Provision of Energy Assessor Accreditation Services

### ACC-501

This agreement (the “Agreement”) sets out the terms and conditions that apply to the provision of energy accreditation services by ecmk Limited (refer to in this Agreement as “**ecmk**”).

By signing this document, you are making a formal application to join **ecmk**’s accreditation scheme. If your application is successful, your membership of **ecmk**’s accreditation scheme and your conduct in the provision of energy assessment services will be governed by this Agreement.

This Agreement comprises of the following parts:

1. Application Form
2. Fees
3. Terms and Conditions of Membership
4. Code of Conduct
5. Checklist of Supporting Evidence
6. Declaration

In order to complete the application process to join ecmk’s accreditation scheme, please:

- complete the Application Form;
- read the Terms and Conditions of Membership, Code of Conduct and Declaration;
- assemble the required Supporting Evidence;
- sign the Declaration; and
- return all the documents to **ecmk** by post to **ecmk Ltd , Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS** (we would recommend ‘signed for’ delivery) or by email to [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk)

For enquiries about your application, please contact the Accreditation Team on 0333 123 1418.

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 1 of 23
---------	-----------	------------	----	--	--------------



## Application Form and Terms & Conditions

**Please tick the Scheme applied for – (referred to in this Agreement as the “Certification and Accreditation Services”)**

- |  |  |
|--|--|
| Existing Dwellings (DEA) <input type="checkbox"/>            | Non-Dwellings L3 <input type="checkbox"/>            |
| Dwellings On-Construction <input type="checkbox"/>           | Non-Dwellings L4 <input type="checkbox"/>            |
| Air-Conditioning L1 <input type="checkbox"/>                 | Display Energy Certificates <input type="checkbox"/> |
| Air-Conditioning L2 <input type="checkbox"/>                 | Legionella Risk Assessments <input type="checkbox"/> |
| Section 63 Assessor (Scotland only) <input type="checkbox"/> |  |

**Territories Applied For – Please tick**

- England & Wales 
                    
 Northern Ireland 
                    
 Scotland

**SECTION 1 – Personal Details (referred to in this Agreement as “you” or the “Assessor” or the “Member”)**

Title (Mr, Mrs, Miss, Ms, Dr etc.)	
Surname	
Forename(s)	
Date of birth (DD/MM/YY)	

- Male 
                    
 Female

Nationality	
National Insurance Number	

Home Address		
County	Postcode	
Date moved into current address		

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
 tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 2 of 23
---------	-----------	------------	----	--	--------------



Home telephone number	
Mobile number	
Fax number	
Home email address	

## SECTION 2 – Details for the Central Register

These details will appear on the Central Register, on EPCs, DEC's and Reports which you lodge.

Company or trading name	
Company registration number	

Company or trading address		
County		Postcode

Work telephone number	
Work fax number	
Work email address	

Qualifications/specialisms e.g. Degrees, other Energy Assessment qualifications	
Postcode coverage (please be specific)	

ecmk Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
 tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 3 of 23
---------	-----------	------------	----	--	--------------

### SECTION 3 – Details for Invoicing

The details provided below will be used to prepare your invoices – please only complete if they are not the same as in Section 2.

Company or trading name			
Company registration number			

Company or trading address			
County		Postcode	

Work telephone number			
Work fax number			
Work email address			

### SECTION 4 – Other Information

Which organisation did you complete your energy assessor training with?			
Which Accreditation Scheme(s) have you previously been a Member of?			
Have you ever been suspended from another Accreditation Scheme?			
If yes, please provide details of the Scheme, date and reason for the suspension			

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
 tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 4 of 23
---------	-----------	------------	----	--	--------------



## Fees and Charges

The ecmk Certification covers the Certification of individuals who have met the criteria laid out in the Scheme Operating Requirements for Energy Assessors. Fees for the lodgement of Energy Performance Certificates (EPCs) are as follows:

<b>Lodgement fees</b>	
EPC - Existing Dwelling:	£3.75 (includes pay per click insurance)
EPC - New Dwelling:	£4.50
EPC - Non-Dwelling:	£11.75
DEC - Public Buildings:	£6.75
ACR - AirCon Report:	£11.75
Legionella Risk Assessments:	£3.75
Section 63:	£11.75

<b>General</b>
<p><b>VAT</b></p> <p>All fees given are exclusive of VAT, which will be charged at the prevailing rate.</p>
<p><b>Cancellation</b></p> <p>If a Certificate needs to be replaced or cancelled by an assessor, the above lodgement fees will apply to the replacement or cancellation of the Certificate.</p>
<p><b>Notes</b></p> <p>There are no joining or subsequent yearly membership fees to the schemes. All fees are excluding the Landmark/EST fee that may be subject to change. Pay per click insurance is not included in these fees except for EPC - Existing Dwelling. Please refer to our Pay Per Click Insurance Policy ACC-501a.</p>

ecmk Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
 tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 5 of 23
---------	-----------	------------	----	--	--------------



## Terms and Conditions of Membership

### Commencement and Term

This Agreement will commence on the date that **ecmk** provides you with written confirmation of your acceptance as a member of the **ecmk** accreditation scheme (the “Commencement Date”).

This Agreement shall begin on the Commencement Date for an initial term of 12 months. This Agreement will automatically renew for subsequent 12 month periods, subject to termination by two months written notice at any time from either party. This Agreement may also be terminated immediately by **ecmk** if you breach the terms of this Agreement.

On the termination of this Agreement, you will stop using the Certification and Accreditation Services and you will return to **ecmk** all related materials and documentation and any confidential information belonging **ecmk**.

Termination of this Agreement shall not affect the accrued rights or liabilities of either party or the continuance of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

### Provision of Services

The provision of Certification and Accreditation Services under this Agreement shall incorporate by reference **ecmk**'s current published scheme rules, policies and procedures. In using the Certification and Accreditation Services provided by **ecmk**, you agree to comply with **ecmk**'s published scheme rules, policies and procedures and the provisions of this Agreement at all times. Any change to **ecmk**'s published scheme rules, policies and procedures shall be communicated to you in writing by **ecmk**'s appointed scheme manager.

**ecmk** shall ensure that all of its personnel engaged in delivery of the Certification and Accreditation Services have the necessary skills, expertise and diligence to undertake such work and will conform to the professional standards generally observed in the industry for similar services.

### Fees and Charges

In consideration of **ecmk** providing the Certification and Accreditation Services under this Agreement, you agree to pay the fees charged by **ecmk** in accordance with the Fees and Charges section above.

**ecmk** will email you an invoice you at the end of each calendar month for the Fees and Charges incurred by you in that calendar month. You agree to pay the Fees and Charges that are invoiced by **ecmk** by Direct Debit on the first working day of the month following receipt of the invoice. If there are any changes to the amount, date or frequency of your Direct Debit, **ecmk** will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request **ecmk** to collect a payment, confirmation of

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 6 of 23
---------	-----------	------------	----	--	--------------



the amount and date will be given to you at the time of the request.

In the event of late payment where appropriate written warning has been given, **ecmk** reserves the right to suspend lodgement facilities and charge interest and associated costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 in the course of pursuing such debts.

All payments under this Agreement are exclusive of VAT, which shall be payable by you at the rate and in the same manner for the time being prescribed by law against submission of a valid tax invoice.

### Lodgements

All EPCs OAs, DECs and Air Conditioning Reports must be lodged to the central register using approved software. For Domestic EPCs we will provide you with a copy of the following:

- Assessor Hub Portal (to access previously lodged EPCs)

For Non Domestic EPCs, DECs and Air Conditioning Reports we can accept lodgements from many software solutions. Please email [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) if you require any further information.

### Continuing Professional Development (CPD)

You must attend a minimum of 10 hours CPD per annum. **ecmk** offer courses at discounted rates for Members. We will acknowledge CPD from CPD events provided by all other Accreditation Schemes and, at our discretion, may approve CPD from other sources. The annual 10 hour CPD minimum relates to your first strand of accreditation. If you are accredited for multiple strands, you will need to achieve an additional 5 hours CPD per additional strand.

For further information concerning CPD, please refer to the CPD Policy (ACC-403).

### Quality Audit

We will audit a minimum of 1% of your annual lodgements and provide feedback from the audits.

We will email you requesting the mandatory evidence relating to your assessments prior to an audit. You must provide the evidence requested for audit within three weeks of the request. If you use the eTech SMART Survey Application to undertake your assessments, we are able to automatically obtain the evidence we require from Assessor Hub.

For further information, please refer to QA Policy (ACC-409).

All random quality audit requests will be free of charge. However, activity that causes the need for targeted or additional audits (including mandatory auditing of re-lodged reports) may lead to fees for remedial audit activities being charged to the assessor responsible. Please see charges for QA activities listed above in the Fees and Charges section of this Agreement for further information.

### Complaints

If you receive a complaint as a result of an energy assessment, please inform the Accreditation Manager as soon as possible by emailing [schememanager@ecmk.co.uk](mailto:schememanager@ecmk.co.uk). This is to ensure that we can work with you to resolve any concerns quickly and fairly. For our full complaints procedures, please refer to our Complaints Process (ACC-401).

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 7 of 23
---------	-----------	------------	----	--	--------------



## Insurance

You agree to hold **ecmk** harmless and without fault from any claims arising from the misuse of the Certification and Accreditation Services. You agree to hold appropriate Public Liability and Professional Indemnity Insurance to cover any claims made against you in this respect and to provide written evidence of such cover to **ecmk**. The insurer must be included on the Financial Services Authority (FSA) register as 'Authorised', 'EEA Authorised' or 'Appointed Representative'

If you use your own insurance must have the following minimum amounts of cover (for any one claim) with a 6 year run-off period:

Below is a list of the insurance requirements for each strand.

### Domestic

Ecmk will ensure that DEAs have a minimum valid insurance cover of:

Professional Indemnity - £50,000 per claim.

Public Liability - £1,000,000 per claim (excluding Scotland).

### Non Domestic

Ecmk will ensure that NDEAs have a minimum valid insurance cover of:

Professional Indemnity - £250,000 per claim (£100,000 for Scotland).

Public Liability - £1,000,000 per claim (excluding Scotland).

### On Construction

Ecmk will ensure that OCDEAs have a minimum valid insurance cover of:

Professional Indemnity - £50,000 per claim.

### Display Energy Certificates

Ecmk will ensure that DECEAs have a minimum valid insurance cover of:

Professional Indemnity – £100,000 per claim.

Public Liability - £1,000,000 per claim (excluding Scotland).

### Air Conditioning

Ecmk will ensure that ACIs have a minimum valid insurance cover of:

Professional Indemnity - £50,000 per claim (Level 3) and £500,000 per claim (Level 4).

Public Liability - £1,000,000 per claim (excluding Scotland).





A copy of the relevant insurance documentation covering the named assessor and / or organisation must be provided to **ecmk**, stating the scope, nature and purpose of the cover, including which level of energy performance certificate or GDAR production is covered.

In the event that you fail or are unable to provide **ecmk** with the required documentation confirming that valid insurance coverage in place, **ecmk** reserves the right to provide and charge for appropriate cover for and on your behalf, or to withhold the Certification and Accreditation Services.

### Code of Conduct

You must abide by **ecmk's** Code of Conduct and will sign a Declaration at the end of this Agreement that you have read and understood a copy of the current version of the Code of Conduct.

We will communicate any changes to **ecmk's** Code of Conduct to you by email. However, it is your responsibility to ensure that you are aware of and comply with the Code of Conduct at all times.

For further information on the Code of Conduct, please refer to the Code of Conduct set out below (ACC-406) and Code of Conduct Violations (ACC-404). All policies and the current version of the Code of Conduct can be found on the **ecmk** website [www.ecmk.co.uk](http://www.ecmk.co.uk) under the 'Downloads' Tab and 'Accreditation' section.

### Change of Details

You must inform **ecmk** of any changes to the details you have provided in the Application. Any changes must be notified to **ecmk** in writing or via email to [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk). If you change your address, we will need to see proof of your new address by way of a copy of a utility bill or bank statement displaying your new address.

### Information Sharing

**ecmk** may share information concerning any members with the following organisations to maintain the effective running of the Scheme:

- Department of Communities and Local Government
- Other Accreditation Schemes
- Green Deal Certification Bodies
- Department of Energy and Climate Change
- Central Register
- Green Deal Oversight Body
- Scottish Government

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 9 of 23
---------	-----------	------------	----	--	--------------



The purpose for sharing information can include:

- Disciplinary actions associated with:
  - A failure to meet the Code of Conduct
  - The production of defective EPCs
  - Failure to meet CPD requirements
  - Other matters relevant to the Code of Conduct
- Complaints against you
- Results of QA Checks
- CPD Records

### Criminal Records Check

Upon your initial application you must provide **ecmk** with a valid CRB Check. You will need to provide **ecmk** with the results of subsequent CRB Checks every 3 years. We require a coloured copy of the CRB that has been countersigned or the original document sent.

### Credit Reference and Fraud Prevention Agencies

We may make periodic searches with credit reference and fraud prevention agencies to manage your account which will allow us to make decisions regarding credit, including whether to make credit available or to continue or extend existing credit.

Where you do not make repayments in accordance with our payment terms, or if we suspect fraud, we reserve the right to inform credit reference agencies accordingly.

By signing this Agreement, you agree to us undertaking searches through external credit reference agencies where necessary for any application under consideration.

Breach of the Terms and Conditions of Membership can result in disciplinary procedures being taken against you, possibly including the suspension of your account (please refer to **ecmk** Disciplinary Procedures (ACC-413)).

### Intellectual Property

ecmk retains all copyright and other intellectual property rights in any material or software provided to Members in any media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, registered design and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.

### Agency, Partnership

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship for the supply of services expressly provided for in this Agreement. You agree and confirms that you are acting as an independent

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 10 of 23
---------	-----------	------------	----	--	---------------



contractor and not as an employee of **ecmk** in utilising the Certification and Accreditation Services.

### Amendments

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

### Assignment

**ecmk** may assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement. You may not assign this Agreement without the written consent of **ecmk**.

### Entire Agreement

The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

### Set-off

Where either party has incurred any liability to the other party, under this Agreement, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

### Third parties

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

### Proper Law and Jurisdiction

This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 11 of 23
---------	-----------	------------	----	--	---------------



## Energy Assessor Accreditation Schemes

### CODE OF CONDUCT

Fore 2  
2 Huskisson Way  
Shirley  
Solihull  
B90 4SS

---

**ecmk** ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 12 of 23
---------	-----------	------------	----	--	---------------





### 1. Introduction

This document outlines the Code of Conduct that applies to all energy assessors who are members of **ecmk's** Accreditation Scheme ("Energy Assessors").

The Code sets out the principles that all **ecmk** Energy Assessors must follow when undertaking their energy assessment activities. **ecmk** monitors Energy Assessors' compliance with the Code of Conduct. Any breach of the Code of Conduct will be dealt with in accordance with **ecmk's** disciplinary procedures.

The Code of Conduct complies with requirements set out by DCLG in their Scheme Operating Requirements (SORs) for Energy Assessors in England and Wales and The Operating Framework for Approved Organisations in Scotland . The latest versions can be found on the **ecmk** website [www.ecmk.co.uk](http://www.ecmk.co.uk) under the 'Downloads' Tab and 'Scheme Operating Requirements' section.

### 2. Purpose

The Code of Conduct is intended to support all Members and to help them maintain professional and ethical standards in their work. The Code is also an assurance for your clients, the general public and other interested parties that assessments are carried out in a professional and ethical manner, and adhere to current legislation.

### 3. General Information

You must sign the Declaration at the end of this Agreement. This signifies your commitment to abide by all of the rules and principles of the Code. It is your responsibility to make sure you are aware of changes or amendments to any part of the Code. If the Code changes, we will email you details of the change. An up-to-date copy of the Code is also maintained on the **ecmk** website [ecmk website www.ecmk.co.uk](http://www.ecmk.co.uk) under the 'Downloads' Tab and 'Scheme Operating Requirements' section.

This Code must be adhered to by all **ecmk** Members with any involvement or responsibility at any level, in an energy assessment. If any Member is found to be in breach of the Code, disciplinary action may be taken against them.

If a Member exhibits a lack of knowledge of the Code, a formal interview may be requested to establish the Member's knowledge of the Code in more detail. If in doubt about the interpretation of the Code, Members may consult **ecmk** directly and may request written clarification from **ecmk**.

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 13 of 23
---------	-----------	------------	----	--	---------------



## The Principles of the Code:

The core principles of the Code of Conduct are that all Members shall:

- conform to all applicable national and international laws;
- behave ethically and not do anything which might damage the reputation of **ecmk**, its Members or the profession as a whole;
- ensure that assessments and associated activities are designed, performed and recorded accurately, transparently, objectively and to an appropriate quality and independently of any interest the Member may have in the property;
- provide your client with adequate, accurate information about the general purpose and nature of the assessment;
- explain the requirement for photo evidence and the purpose of such photos;
- explain what the customer should do with regards to any complaints they have in connection with the assessment or the EPC;
- not allow personal data collected during an assessment to be used for any purpose other than to produce an EPC, DEC or Inspection Report for that assessment;
- take special care when carrying out assessments amongst children and other vulnerable groups of the population;
- conform to the accepted principles of fair competition; and
- comply with **ecmk's** published policies procedures pertaining to accreditation or assessment activities.

All Certificates produced as a result of an assessment will be lodged via the **ecmk** scheme to the Central Register.

## 4. Conflicts of Interest

Where a Member carries out an assessment for any property;

- owned by themselves;
- owned by an associate of theirs; or
- in which they or their associate has an interest;

the Member must disclose the extent of their interest/relationship and the relevant facts to the customer before the assessment takes place, and also on the certification documents.

## 5. Record Keeping

The minimum expectation of **ecmk** Members is that they will comply with record keeping as follows:

- Assessors must complete and retain for each energy assessment an **ecmk** RdSAP data collection sheet, or undertake the inspection with an appropriate electronic site data capture tool, which includes eTech's SMART Survey Application. Details of the requirements for site data capture and records of your inspection are provided at Appendix 5 Table 1 of the Scheme Operating Requirements which can be found at [www.ecmk.co.uk](http://www.ecmk.co.uk) under the 'Downloads' Tab and 'Scheme Operating Requirements' section.
- Energy Assessors will maintain their records and ensure they are kept in a safe and secure way and make suitable back-ups of all data. Energy Assessors using the eTech's SMART Survey Application shall be entitled to rely on eTech Solutions Limited to retain such records.
- Site notes must be:
  - stored securely for 10 years. Energy Assessors using the eTech's SMART Survey Application shall be entitled to rely on eTech Solutions Limited to store such records;
  - complete, consistent, legible and sufficiently detailed; and
  - available in electronic form within 15 working days upon request.

Before using a camera to record evidence at a property, you must inform your client, indicating what will be photographed and the purpose for taking photographs. If your client does not give approval, Members must not take photographs and should record the reason in their site notes.

If during or prior to conducting an inspection, you consider a property or part of the property to be unsafe you shall:

- record any such instances in your site notes;
- if necessary, inform others as part of their duty of care; and
- if necessary, not continue with the provision of an EPC.

## 6. Rules of Professional Conduct

Members shall:

- conform to all relevant national and international legislation, in particular, the Data Protection Act 1998;
- always act with integrity;
- treat others with respect;
- always be honest, open and transparent in dealings with your clients (actual or potential), employers, employees, sub-contractors and the general public;
- take reasonable steps to avoid, and declare, any known conflicts of interest;
- be accountable for all of their actions and the people with whom they work;

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 15 of 23
---------	-----------	------------	----	--	---------------

- be objective at all times;
- recognise and act within their limitations;
- not act in a way which might bring discredit on the profession, **ecmk**, DCLG, Scottish Government or its Members;
- not use sub-contractors unless they are licensed and accredited scheme members and are aware of, and adhere, to this Code;
- ensure that Assessments and associated activities are designed, performed and recorded accurately, transparently and objectively;
- take reasonable steps to ensure that others with whom they work do not breach or cause a breach of this Code. This includes other Assessors, your clients, Observers, consultant and sub-contractors;
- provide written notification to your client or prospective client, of the terms on which they are to act. To inform your client in writing, that a copy of the Scheme Members' complaints handling procedure is available on request;
- take all reasonable precautions to ensure that customers/homeowners are not harmed or adversely affected as a result of participating in an Assessment;
- not exploit the vulnerability of clients or take advantage of their lack of knowledge;
- not enter a property that is occupied by children unless those children are accompanied by a responsible adult;
- always show your identification card to the responsible person when attending clients' premises;
- disclose to **ecmk** any convictions and cautions received since the date of the last CRB check supplied; and
- in the course of your work as an Energy Assessors, take reasonable steps to ensure your own, and the public's health and safety.

## 7. Dealing with Customers

Members should be aware that this Code does not cover all relevant legislative requirements and it is the responsibility of all Members to familiarise themselves with these. Members should be aware in particular that breaches of the Data Protection Act 1998 are grounds for disciplinary action under **ecmk** Disciplinary Procedures (ACC-413)

Members shall:

- treat any personal data encountered during the course of an assessment with care and not pass any details on to a third party;
- preserve the anonymity of your clients unless they have given their informed consent for their details to be revealed; or for attributable comments to be passed on;
- where consent has been given for personal details to be used:

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 16 of 23
---------	-----------	------------	----	--	---------------





- demonstrate that they have taken all reasonable steps to ensure that personal details are only used for the purpose for which they were collected; and
- fully inform the client as to what will be revealed, to whom and for what purpose;
- comply with a request from your client for information on complaints or unresolved issues to be published (e.g. in customer satisfaction surveys). The information to be published must be agreed with your client and must not be linked to any other data or used for any other purpose without the explicit consent of your client; and
- on receipt of a complaint, provide the complainant with their relevant complaints procedure, and explain to your client that if they are not satisfied with the way that the complaint is handled, how your client can access ecmk's complaints procedure. The Energy Assessor shall explain that the complainant's statutory rights are not affected by accessing the complaints procedures.

The ecmk logo shall be in accordance with the guidelines for the use of that material and use of any such logo does not adversely affect the scheme or its membership.

If any inducement to alter the results of an Assessment is offered, you must immediately terminate the Assessment and inform **ecmk** in writing, also informing your client that this has been done.

## 8. Membership

Members should note that:

- the assessor must notify **ecmk** if a complaint has been raised about them;
- in the first instance, complaints should be handled by the Member or their employer and escalated to **ecmk** as required;
- Members must inform all customers of the **ecmk's** complaints procedures;
- the building occupant's co-operation is voluntary and must be based on sufficient and accurate information about the purpose and nature of the assessment;
- Members will respect the rights of occupants and they shall not be harmed or disadvantaged as a result of co-operating in an assessment or investigation;
- Members must show their **ecmk** ID card on all visits to properties and should take extra care to show their ID when performing an assessment for elderly or vulnerable customer; and
- Members should not enter a dwelling if a minor (16 years or under) or other vulnerable member of the community is the only Customer present.

## 9. General Notes

Members must take reasonable steps to ensure that any publicity, advertising or marketing for which they are responsible is legal, accurate and not misleading.

Any reference to **ecmk** or use of the **ecmk** all members will be required to maintain the required level of competence.

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 17 of 23
---------	-----------	------------	----	--	---------------



Please refer to our CPD policy for further information. (ACC-403)

## 10. Complaints

All members must ensure that they undertake the following when a complaint or even a potential complaint comes to light:

- if a verbal complaint is received, you must ask for the complaint to be put in writing;
- you must inform **ecmk** of all complaints and potential complaints;
- you must pass a copy of all written complaints to **ecmk**;
- when a Customer or other stakeholder raises a complaint, the Member must make them aware of their own and **ecmk's** complaints procedure; and
- the Member must undertake any corrective action as required by **ecmk**.

The above applies for all Energy Assessors, including those that work within an employed capacity.

If you conduct your energy assessment activities as an employee within an organisation, you may seek to resolve the complaint through your organisation's complaints procedures. In this instance, you must still also inform **ecmk** of the complaint, the action taken and the resolution reached. You must also advise the complainant that they can contact **ecmk** and provide them with access to our own complaints procedure.

## 11. Queries

For the purposes of this clause, a query is any discussion whether verbal or in writing between an Energy Assessor and a customer which relates to a clarification on the substance of an energy assessment or the process undertaken to produce the energy assessment. If you provide a response to a query from a customer, you should record the query and the response retain this as part of your supporting documentation and evidence for the assessment.

If the discussion implies any concern about the Energy Assessor's professional conduct or the accuracy of the EPC, then this should be handled as a complaint (detailed above).

Energy Assessors must make these records available to **ecmk** upon request.

## 12. Disciplinary Procedure

An Assessor's membership of the **ecmk** Accreditation Scheme may be withdrawn or other disciplinary action taken if a Member is deemed guilty of unprofessional conduct. This includes a Member:

- being guilty of an act or conduct which, in the opinion of **ecmk**, might bring discredit on the profession, **ecmk** or its Members;
- being found by **ecmk** to be guilty of any breach of this Code of Conduct;
- being found by **ecmk** to be guilty of any breach of any other regulations laid down by **ecmk**;
- failing without good reason to assist **ecmk** in the investigation of a complaint;

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 18 of 23
---------	-----------	------------	----	--	---------------



- in the absence of mitigating circumstances, having become bankrupt or having made any arrangement or composition with their creditors;
- being found to be in breach of the Data Protection Act 1998 or being found by **ecmk** to have infringed any of the eight data protection principles set out in the Act; or
- being convicted or cautioned for a serious offence.

All rules set out in the Code must be observed and adhered to by all Members with any involvement, or with any responsibility, for a matter at any level. This means that more than one Member might be in breach of a rule in respect of the same matter.

Note that where more than one Member is involved in a matter under complaint, whilst **ecmk** reserves the right to proceed with an investigation and other relevant processes against all such Members under its Disciplinary Procedures, it will usually apply its discretion to proceed only against the most senior Member(s) involved.

### 13. Anti-Fraud policy

- Purpose
  - Ecmk is committed to the prevention, deterrence, detection and investigation of all forms of fraud.
  - Ecmk seeks to reduce the opportunity for fraud and will take prompt action to investigate fully and address any suspected cases.
- Scope
  - Ecmk requires all staff including contracted staff and all members of any of the ecmk schemes to act honestly and with integrity to safeguard the integrity of the scheme at all times.
  - It is the responsibility of all staff to read and be familiar with the contents of this policy and any related procedures and to identify and notify ecmk of any suspected cases of fraud or fraud risk.
  - Due to the robust levels of auditing and auditor training, ecmk will be vigilant and aware of fraudulent practises to prevent any future issues that may arise.
  - Ecmk will use third party websites, photographic evidence and previous lodged EPCs to assist in the detection of fraudulent practices.
- All records of suspected fraudulent activity by assessors and/or companies will be retained by ecmk and shared with other Certification Bodies and relevant third parties such as (but not limited to) DCLG, BEIS, Landmark and GDORB
- Policy Statement
  - Ecmk will not accept any level of fraud or corruption and will treat any such matter with the utmost seriousness. Each case will be thoroughly investigated and dealt with appropriately. Investigations may invoke the disciplinary procedure and could result in removal from the scheme and / or legal action by reporting to the appropriate authorities.

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
 tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 19 of 23
---------	-----------	------------	----	--	---------------



- Definitions of Fraud
  - For the purpose of this document the following definitions apply:
    - Falsifying any documentation in support of an application to join the scheme such as falsifying an identification document.
    - Deliberately entering false information into any of the scheme’s software engines or third-party software programmes to produce inaccurate certificates resulting in financial gain.
    - Failure to disclose any relevant information in support of an application to the scheme.

## Published Policies and Procedures

All relevant policy and procedure documents pertaining to accreditation and assessment work can be found on the **ecmk** website [www.ecmk.co.uk](http://www.ecmk.co.uk) under the ‘Downloads’ Tab and ‘Accreditation’ section.

---

**ecmk** Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 20 of 23
---------	-----------	------------	----	--	---------------



## Checklist of Supporting Evidence

Please ensure that you enclose all the relevant evidence to support your application.

Below is a list of the required documents:

- Completed Application Form, signed on the Declaration page
- Proof of ID – passport or driving license (photo card) \*
- Proof of address – a recent bank statement or utility bill \*
- Proof of qualification – a certificate from the Awarding Body \*
- Original Criminal Records Bureau Check. You can apply at [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk) . Colour copies are accepted however they need to be counter-signed by a professional person
- Photograph – either post 2 passport photos or e-mail a digital head and shoulder photo
- Copy of your insurance certificate for both Public Liability and Professional Indemnity
- Complaints process for Scottish Assessors

\*Colour copies are accepted.

Once we receive all of the above we aim to process your application within 48 hours and hope to send your system log in to you within 72 hours.

Please call 0333 123 1418 should you have any questions or require assistance.

---

ecmk ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 21 of 23
---------	-----------	------------	----	--	---------------



## Declaration

### Use of Information

**ecmk ltd** is registered under the Data Protection Act 1998 and undertakes to process your data in accordance with the legal requirements of the Act.

The data from this form will be used solely by **ecmk ltd** for administration and ecmk’s internal marketing purposes. We will also supply your data to the Central Register of Energy Assessors and on some occasions to other Accreditation Schemes. Your details will be used to compile the mailing list used to keep you updated with information from **ecmk ltd**.

All data is treated in confidence and is not disclosed to any third parties, other than when we are required to, or permitted to by law, or when you have given your consent. By signing this form, you give your consent for **ecmk ltd** to use the data in the way described above.

As an ecmk member, we will from time to time email you with important updates and technical bulletins that are required as part of the accreditation services we provide to you. You will also receive information regarding your membership such as audit requests, feedback and membership status updates. If in addition to this you still wish to receive information about new services or products we offer, please tick the subscribe box

Subscribe

### Declaration

- I confirm that the information I have provided in support of this application is complete and true, and understand that knowingly to make a false statement for this purpose is a criminal offence.
- I have read and understood the Code of Conduct and agree to abide by its principles.
- I have read and understood the Terms and Conditions of Membership and agree to be bound by them.
- I have read and understood the above Use of Information statement and agree to **ecmk ltd** using my membership information in accordance with the Use of Information statement.
- I have read, understood and agree to the terms set out in this Agreement.

Name	
Signature	
Date	

**ecmk ltd**, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
 tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD		Page 22 of 23
---------	-----------	------------	----	--	---------------





## Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Fore 2  
2 Huskisson Way  
Shirley  
Solihull  
B90 4SS

Originator's Identification Number

2	4	7	7	7	5
---	---	---	---	---	---

Reference Number

E	C	M	K																
---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name(s) of Account Holder(s)

--

Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

**Instruction to your Bank or Building Society**  
Please pay ECMK Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with ECMK Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)


Date

--

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DDI2

This guarantee should be detached and retained by the Payer.

### The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, ECMK Ltd will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request ECMK Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by ECMK Ltd or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society  
-If you receive a refund you are not entitled to, you must pay it back when ECMK Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

ecmk Ltd, Fore 2, 2 Huskisson Way, Shirley, Solihull, B90 4SS  
tel: 0333 123 1418 email: [accreditation@ecmk.co.uk](mailto:accreditation@ecmk.co.uk) website: [www.ecmk.co.uk](http://www.ecmk.co.uk)

ACC-501	Issue 8.4	April 2018	KD	Page 23 of 23
---------	-----------	------------	----	---------------

