

## 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 to 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 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 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 Assessments 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 and DEC assessments we can accept lodgements from many software solutions.

For Retrofit assessors can store and upload evidence to Data Warehouse, in an approved format.

Please email [support@ecmk.co.uk](mailto:support@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 2% 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 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 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).

## 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, it must have the following minimum amounts of cover (for any one claim) with a 10 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).

### Retrofit

Ecmk will ensure that Retrofit assessors 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).

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 certificate is required.

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:

- Ministry of Housing, Communities and Local Government
- Other Accreditation Schemes
- Green Deal Certification Bodies
- BEIS
- Central Register
- Green Deal Oversight Body
- Scottish Government
- TrustMark

The purpose for sharing information can include:

- Disciplinary actions associated with:
  - A failure to meet the Code of Conduct
  - The production of defective assessments
  - 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.

## 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 confirm that you are acting as an independent 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.

Please confirm you have read and understood the Terms and Conditions of Membership and agree to be bound by them.

Name	
Signature	
Date	

Version	Description of Change	Editor	Date of issue
1.0	Updated for Retrofit	RE	February 2020
1.1	Formatting	AP	October 2022
1.2	Review – minor changes	Joe Mellon	07/02/2024