

## **Terms and Conditions for ECS Check for Employment Businesses**

The following Terms and Conditions apply to all organisations that are licensed by the JIB as subscribers to use ECS Check for Employment Businesses (previously called the Industrial Information Service).

The Electrotechnical Certification Scheme is affiliated to the Construction Safety Certification Scheme (CSCS) and, where applicable, displays the CSCS logo to show compliance with the CSCS requirement of health, safety and environmental awareness for access to construction sites. ECS is an existing and established industry scheme that has been certifying individuals' skills for over 50 years.

ECS Check for Employment Businesses (ECS Check) is an online system which allows employment businesses (agencies), JIB member companies and other organisations to verify the skills and qualifications of electrical personnel working on projects. ECS verifies applicants' qualifications in order to issue them with an ECS card.

Subscribers to ECS Check can have confidence in the quality of the electrical workforce on their projects through the online portal, which allows users to validate the electrical workforce on their books or seeking to be engaged through the agency.

The Service is limited to the following information:

- (i) The individual's name
- (ii) Photograph of the individual
- (iii) JIB Grade
- (iv) ECS roll number
- (v) ECS disciplines and qualifications
- (vi) Expiry Date
- (vii) Registered Electrician status
- (viii) Organisation endorsement

Access to the ECS Check portal will be provided to licensed subscribers after successful application. Access is granted to the subscriber's appointed staff through a two factor authentication 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 scheme is offered by the JIB to which applicants apply to be registered. Registration is dependent on the applicant's validated qualifications in order to obtain the grade or occupational discipline as defined within the rules of the scheme.
- 1.2. 'ECS Card' - the card issued under the rules of the ECS scheme.
- 1.3. 'ECS Check for Employment Businesses' - web based portal subscription service which enables subscribers to verify the particulars of current registrants of the ECS.
- 1.4. 'Health, Safety and Environmental Assessment' (HS&E Assessment) – The test carried out by a candidate set by the JIB on health and safety awareness to comply with the requirements of the CSCS for access to construction sites.
- 1.5. 'Industrial Information Service' – previous name of ECS Check for Employment Businesses.
- 1.6. '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.
- 1.7. 'Online Services' - services from time to time available to a licensed organisation through the ECS card website [www.ecscard.org.uk](http://www.ecscard.org.uk)
- 1.8. 'Subscriber' – an agency, JIB member or other organisation which has subscribed to ECS Check for Employment Businesses.

## 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 7AG.

## 3. ECS Check for Employment Businesses

- 3.1. The JIB will offer a licence to organisations that meet the criteria set for them to become a subscriber to ECS Check.
- 3.2. Subscribers to ECS Check must comply fully with these terms and conditions.
- 3.3. The subscriptions must be renewed annually.
- 3.4. The JIB has the right to withdraw a licence from any subscribing organisation at any time.
- 3.5. This is a chargeable service provided by the JIB.
- 3.6. The service can be paid by monthly subscription of £500 (including VAT) per month, payable on the first day of each month. The JIB will notify the Subscriber of any increase in charge for the service as applicable.
- 3.7. The service may also be paid on a per annum basis of £6000 (including VAT), payable at the start of the calendar year.

## 4. Subscriber's Responsibilities

- 4.1. Subscribers are allowed to use the electronic web-based portal within the terms of their licence.
- 4.2. Subscribers must:
  - 4.2.1. Ensure the security of the application system/process at all times.
  - 4.2.2. Appoint one or more staff who will take responsibility to comply with the Subscriber's responsibilities. Users will be notified by email of login details.

- 4.2.3. Provide all equipment, services and facilities necessary for the online system to be used within the organisation.
- 4.2.4. Ensure no attempt is made to use the information contained on the JIB website or via the portal software is used in any software or documentation other than that provided by the JIB.
- 4.2.5. Treat all login information such as usernames and passwords as confidential and for use by specified personnel only.
- 4.2.6. Pay the required monthly subscription fee in advance to the JIB by the first of each month.
- 4.3. Non-payment of the subscription fee will result in the license being suspended and access to system denied. System access will not be restored until any back payments owed are paid.
- 4.4. If a subscriber has not paid the subscription fee for two months (in that two monthly payments have not been made) the subscription may be terminated at the discretion of the JIB Membership Department.
- 4.5. If the subscription is termination for arrears of payment, the subscriber will be treated as a new application when seeking to use the system in future including updating the industrial relations agreement with Unite the Union (see clause 6.4).

## 5. JIB Responsibilities

- 5.1. The JIB will offer an annual licence to organisations that meet the criteria set for them to become a Subscriber to ECS Check for Employment Businesses by way of an online portal.
- 5.2. The JIB will provide an electronic web based service to Subscribers.
- 5.3. The JIB will not verify card holders' details by any other means than via the Service. The JIB or the ECS Department will not verify request by, for example, telephone, fax, e-mail, written communication etc.
- 5.4. The application service is designed to be delivered using web enabled electronic equipment that complies with the online services supported equipment.

## 6. National Working Rule 17

- 6.1. Any Agency wishing to supply labour to a JIB member company must participate in the Service. JIB National Working Rule 17.2.2.3 states:

*"To ensure that labour provided by an Employment Business meets the required standards and complies with the labour requested by a JIB Member Firm, an Employment Business used by a JIB Member Firm must participate in the JIB Industrial Information Service. A record of Employment Businesses currently participating in the scheme will be held at the Offices of the JIB.*

*Additionally an Employment Business must have an appropriate industrial relations policy and an agreement with Unite the Union compatible with the ethos of the JIB Agreement."*

- 6.2. This reference will be updated in September 2019 to read ECS Check for Employment Businesses in place of the term JIB Industrial Information Service. These terms should be read interchangeably.
- 6.3. Those Agencies who are participating in the Service and are up to date with their subscription are listed on the JIB website. This provides each Agency's contact details and with a link to their website.
- 6.4. An Agency **must** have an appropriate industrial relations policy and agreement with Unite the Union compatible with the ethos of the JIB Agreement prior to being registered onto the

Service, as stated above. This can be arranged through the JIB by contacting Membership on 01322 661605 or [membership@jib.org.uk](mailto:membership@jib.org.uk)

6.5. Access to the ECS Check for Employment Businesses system will not be granted until this signed agreement has been returned to the JIB Membership Department on the email above.

## 7. Complaints

7.1. Our objective is to provide a high standard of service. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

7.2. If our standard of service has not been as expected and a Licensed Organisation wishes to make a complaint, the complaint should be made in writing to the JIB quoting the application reference and include a contact for correspondence.

7.3. Our complaints policy is available from the ECS card website ([www.ecscard.org.uk](http://www.ecscard.org.uk)) or we will send a copy on request.

## 8. Abusive and Aggressive Behaviour

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

8.2. If any organisation or person behaves aggressively or abuses our staff they will be dealt with according to our policy document on aggressive and abusive behaviour. A copy of the policy can be found on the ECS website ([www.ecscard.org.uk](http://www.ecscard.org.uk)).

## 9. Governing Law

9.1. These terms and conditions are governed by the Law of England.

## 10. Scotland

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

## 11. Logo

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

11.2. In the case of either of the registered trademarks being used without the JIB's permission, appropriate action will be taken, which may include legal action.

## 12. Online services

12.1. The JIB may make certain online services available to Companies, Subscribers and/or Individuals through the website. A licensed organisation undertakes to use the online services in accordance with the online services description.

12.2. The JIB does not make any guarantee that the online services will be available at any time or that they will be uninterrupted or error free.

12.3. Any organisation under license may not use the website or any of the online services to undertake any act that breaches or may breach any applicable law, is fraudulent, defamatory, discriminatory, obscene, offensive, hateful or harassing, harms or attempts to harm any person, or transmits a virus or other software or code designed to adversely affect the operation of computer software or hardware.

- 12.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a Company, Subscriber and/or Individual.
- 12.5. The JIB will from time to time work with third parties to deliver the online services on their behalf. These third parties will be bound under the same terms and conditions as set out in this agreement.
- 12.6. Provisions regarding security of the systems used by the JIB for online services are contained in the JIB Privacy Policy available on the JIB website.

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

- 13.1. The JIB has the right to vary these Terms and Conditions at any time. Any changes to these Terms and Conditions will be made available on the portal and will take effect immediately (unless a later date is specified in the notice).
- 13.2. Nothing said by any person should be understood as a variation of these Terms and Conditions. The terms of this agreement cannot be varied or waived except in writing.
- 13.3. If the JIB fails to enforce any of the rights under these Terms and Conditions, it does not mean the JIB will not enforce them in the future. The JIB has the right to enforce these terms and conditions.
- 13.4. The JIB reserves the right to terminate the subscription of the Subscriber. Examples of reasons for termination are, but are not limited to:
  - 13.4.1. Non-payment of subscription(s)
  - 13.4.2. Arrears of payment
  - 13.4.3. Inappropriate use or abuse of the service
- 13.5. Any decision to terminate subscription of this Service will lead to removal of the Employment Business from the list of those eligible to provide labour to JIB Member companies. As per clause 4.5 above, subscribers who are terminated will need to apply as a new applicant if seeking to use the services again in the future and will need to pay any arrears owed (clause 4.3).

### **14. Force Majeure**

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

### **15. Data Protection**

- 15.1. Personal data obtained by the JIB in relation to individuals is processed in accordance with current data protection legislation as updated, extended and modified from time to time including the General Data Protection Regulations 2018 (GDPR). Details of the JIB's Privacy Policy are available from the JIB website ([www.jib.org.uk](http://www.jib.org.uk)) or on request from the Data Protection Officer at [dataprotectionofficer@jib.org.uk](mailto:dataprotectionofficer@jib.org.uk).
- 15.2. These terms and conditions of use should be read in conjunction with the JIB Privacy Policy which sets out the processes, storage, security, confidentiality, breaches and further rights of data subjects in relation to the use of an individual's personal data.
- 15.3. Personal data stored by the JIB will be made available to clients and main contractors using the ECS Check service in line with the JIB Privacy Policy and legitimate interest assessment

regarding sharing information as a matter of public safety, auditing and reporting, reducing the possibility of fraud and to ensure proper rigour of ECS as a scheme.

- 15.4. Personal data held by the JIB may be passed to third parties who have a legitimate interest in receiving it. If an individual is making a request via a third party (e.g. a solicitor) then confirmation will be required that the third party is acting on their behalf. For more information about legitimate interests please see the JIB Privacy Policy.
- 15.5. ECS cardholders have the right to opt-out of being searchable via ECS Check by updating their preferences within their MyECS Account or by selecting not to be searchable during their application or renewal for their ECS registration. As a legitimate interest of the JIB, ECS registration information is searchable for verification unless specified otherwise. Individuals who have previously opted-out of being searchable can also opt-in to being searchable by updating their preferences in their MyECS Account. Individuals can update their profile in order for Agencies or other Subscribers to then verify this information by way of ECS Check. Different terms apply to use of other ECS Check services.
- 15.6. Subscribers must ensure the information provided to them by using ECS Check for Employment Businesses is not reproduced, copied, stored or in any other way passed to another party who does not have the right to access this information. Any breach of this policy must be notified to the JIB Data Protection Officer at [dataprotectionofficer@jib.org.uk](mailto:dataprotectionofficer@jib.org.uk) as soon as the Licensed Organisation becomes aware.

## 16. Online Service Description

- 16.1. The JIB's online service combines a suite of services with the aim of supporting interested parties, ECS applicants and to maximise the benefits from holding an ECS card to both the cardholder and their employer. These services will normally be available 24 hours a day 7 days a week subject to scheduled maintenance windows and unforeseen interruption.
- 16.2. Supported System Requirements are in the document "IT Supported Systems" available from the Policies and Document link in the footer of the ECS card website [www.ecscard.org.uk](http://www.ecscard.org.uk).
- 16.3. For any technical issues using the service please email [membership@jib.org.uk](mailto:membership@jib.org.uk) or call 01322 661 605 for further information and advice.