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# Regulations for NSI Approved Companies

**Issue 5**

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Annex 4 Regulation A.4	Additional regulations: NACOSS Gold Systems Silver
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Annex 7 Regulation A.7	Additional regulations: Gates Gold Gates Silver

## **1 Introduction**

- 1.1 The definitions given in Annex 1 apply throughout this document.
- 1.2 The name 'National Security Inspectorate' (NSI) is owned by Insight Certification Limited. NSI, the trading name of the organisation, is an audit and approval service of the certification body (Insight Certification Limited) set up for companies that provide services in the fire, security, and related facilities management sectors.
- 1.3 The NSI Articles of Association define our purpose as being to promote and encourage high standards in companies that provide fire, security, and related facilities management services and thereby better protect people and organisations that use or rely on these companies or these services. To achieve these aims, the certification body grants NSI approval to companies that provide fire, security, and related facilities management services.
- 1.4 Various types of NSI approval may be launched from time to time. NSI will define each new approval.
- 1.5 Each type of NSI approval is given a description and an abbreviated description to identify it. The types of NSI approval at the date of the publication of these Regulations are set out in Annex 2.
- 1.6 Within some of the types of NSI approval, there are other limits and conditions relating to what the NSI approval covers. The details of these are set out in the NSI documents relevant to the type of NSI approval, on the NSI Certificate of Approval or both.

## **2 Applying for NSI approval**

### **2.1 Eligibility**

- 2.1.1 You may be eligible for NSI approval if we are satisfied you meet, and will continue to meet, the relevant and current NSI approval criteria. You must also agree to observe and comply with the NSI rules as they may from time to time change.
- 2.1.2 If you are a member of a group or you become a member of a group special NSI rules may apply.

### **2.2 Making an application**

- 2.2.1 You will need to make any application for NSI approval using the current prescribed forms.
- 2.2.2 If we are unable to fully audit certain work or services you have carried out or provided, or if you do not meet regulation 2.1.1 we may delay considering your application for a period of time. Notice will be given for how long this period will last.
- 2.2.3 We may reject your application.

## **2.3 The audit**

- 2.3.1 You agree, at all normal hours of business, to allow us and any person we may appoint as our representative to examine your premises, tools, equipment, vehicles, working practices, documents, records, management systems and procedures.
- 2.3.2 If you are a company applying for NSI 'NACOSS Gold', 'Systems Silver', 'Fire Gold', 'Fire Silver', 'Gates Gold' or 'Gates Silver' approval you agree to allow us to examine your system installations whether fully installed or not.
- 2.3.3 If you are a company applying for NSI 'Fire Gold' approval for maintaining portable fire-extinguishing equipment you agree to allow us to examine that equipment.
- 2.3.4 If you are a company applying for NSI 'Life Safety Fire Risk Assessment Gold' or 'Life Safety Fire Risk Assessment Silver' approval, you agree to allow us to review fire risk assessments you have carried out and to visit premises where fire risk assessments have been conducted.
- 2.3.5 You agree to provide all help and facilities we need to audit your business and its work and services as quickly and effectively as possible. This applies if we want to carry out our audit at your own premises, at your customer's premises, or at any other premises.
- 2.3.6 You agree you will have a responsible supervisor or manager available at all times throughout the audit. This person must work in a suitable senior role and have the appropriate competence and experience, as decided by us.
- 2.3.7 You agree, when asked, to transport our representatives between your business premises and any other premises we consider we need to visit.
- 2.3.8 You agree to pay a Cancellation Fee, if you ask us to postpone, cancel or cut short any audit and you fail to keep to the criteria laid down in regulation 3.7.5. This Cancellation Fee will apply as well as any other rights we have under these Regulations. The Cancellation Fee will not be more than the limit given in Annex 3 of these Regulations or as otherwise notified to you in writing.
- 2.3.9 We may need to conduct an additional audit day(s) to ensure any non-conformities raised during the audit have been appropriately resolved. An additional fee will be payable by you in respect of any such additional audit day which we consider is required at the prevailing day rate plus VAT.
- 2.3.10 We may need to assign additional audit day(s) if significant changes to your organisation are identified at any time. These changes include additional operational branches, personnel, the geographical locations of your contracts and increased complexity of your organisation.
- 2.3.11 You agree to allow observers, such as UKAS Assessment Managers and Technical Experts and trainee auditors to accompany our representatives.
- 2.3.12 You accept we may make any enquiries about you or your staff we consider appropriate. We may take into account any approval any other person or organisation has granted you, or rely

on information any other person or organisation has given us. We will ask a credit reference agency and any other relevant third party about you.

## **2.4 Your responsibilities**

- 2.4.1 When we are assessing your application, you or your staff must provide any information, assurances, formal promises and any other particulars we require.
- 2.4.2 You must respond to any improvement reports raised during the audit within 21 days providing details of your root cause analysis as to the cause of the non-compliance and corrective action taken including any relevant evidence. If we consider this to be unsatisfactory we may contact you for further information.
- 2.4.3 If you have applied for NSI 'NACOSS Gold' , 'Systems Silver', 'Fire Gold', 'Fire Silver', 'Gates Gold' or 'Gates Silver' approval, the following will apply:
- a) If your company's legal constitution changes, you may be required by us to provide assurances that you accept full responsibility for the security and/or fire-safety (including emergency lighting) system installations the previous business installed, maintained or previously maintained;
  - b) If another company has transferred its business activities to you, you may be required by us to provide assurances that you accept full responsibility for the security and/or fire-safety (including emergency lighting) and/or gate and barrier system installations the other business installed, maintained or previously maintained.
- 2.4.4 If you have applied for NSI Environmental Management System approval you must tell us if any significant accident or incident takes place that may be classed as having a significant effect on the environment, saying whether this is likely to break your environmental management system or any part of the relevant laws. You must also declare the action you have taken, or plan to take, to limit the effects of the environmental accident or incident.
- 2.4.5 If you have applied for NSI Health & Safety Management System approval, you must tell us if any significant accident or incident takes place that may be classed as having a significant effect on health and safety, saying whether this is likely to be breaking your health and safety management system or any part of the relevant laws. You must also declare the action you have taken, or plan to take to limit the effects of the accident or incident on people's health and safety.
- 2.4.6 If you have applied for NSI Life Safety Fire Risk Assessment approval, you must tell us of any prosecution commenced against either the company or your assessors for failing to carry a suitable and sufficient life safety fire risk assessment. If you are subject to such prosecution you must notify us of the outcome and if convicted particulars of any penalty imposed.
- 2.4.7 You must tell us in writing within 14 days after any of the events listed in regulation 3.6 takes place.

2.4.8 Until such time as you receive NSI approval you must not declare or advertise to customers and other people that:

- you are committed to achieving NSI approval;
- you have applied for NSI approval;
- you are about to be, or likely to be, granted NSI approval;
- you keep to NSI standards, rules, codes of practice or any similar regulations;
- your work or services meets NSI standards, rules, codes of practice or any similar regulations.

2.4.9 You must not in any way use the NSI name or logo until you become an NSI Approved Company after which you must only use the NSI name and logo in line with regulation 3.3.

## **2.5 Making our decision**

2.5.1 When making a decision on an application, we may choose to:

- a) grant the type of NSI approval you have applied for;
- b) grant limited NSI approval telling you which limits and/or other conditions apply to the approval;
- c) reject your application.

## **2.6 Granting approval**

2.6.1 NSI approval will apply from the date we tell you and last until the expiry date shown on your Certificate of Approval.

## **3 Once approved**

### **3.1 NSI approval**

3.1.1 Our audit year runs from 1 April in a calendar year until 31 March in the following calendar year.

3.1.2 We require you to observe and comply with NSI rules at all times and we may, at any time, require you to give written assurance that you will continue to observe and comply with the NSI rules. We may set a time limit by which you must provide the assurance.

3.1.3 We will conduct a reassessment at least every three years and the regulations 2.3 and 2.4 will apply. If you have broken, or we believe you to have broken any of the NSI rules, we may take action using any of our powers under regulation 5.

3.1.4 If for any reason we are unable to complete the reassessment process within 6 months from the certificate expiry date, an initial certification audit will be conducted to enable your approval to continue. This will involve additional chargeable audit days over and above the annual surveillance programme. This applies to NSI Gold schemes only.

3.1.5 We can review or reassess your company at any time. We will tell you if your company is one we intend to review more often. We use the review or re-assessment process to help us decide whether to allow your approval to continue.

3.1.6 With 'NACOSS Gold', 'Systems Silver', 'Fire Gold', 'Fire Silver', 'Gates Gold' and 'Gates Silver' approval the reassessment may include auditing of:

- security system or \*fire-safety system or gate and barrier systems you have designed or installed, whether these have been fully installed or not;
- security system, \*fire-safety system installations, fire-safety equipment or gate and barrier systems you are responsible for maintaining;
- security system, \*fire-safety system installations, fire-safety equipment or gate and barrier systems from which you have a right to receive future income.

\*Includes Fire-safety includes emergency lighting.

3.1.7 NSI approval only applies to the NSI Approved Company as it was constituted on the date the NSI approval was granted.

3.1.8 Save in exceptional circumstances and only with our express prior approval, NSI approval cannot be transferred to another legal entity and cannot be acquired as an asset of an Approved Company.

### **3.2 Certificates of approval**

3.2.1 We will issue you with an NSI Certificate of Approval. The certificate will continue to belong to NSI and you must return it immediately if we ask you to. The certificate will show an expiry date. This will usually be the date by which the next planned review or re-assessment of your company is intended to be completed (see regulation 3.1.3).

3.2.2 If you hold a valid NSI Certificate of Approval you must, at all reasonable times upon request, produce the certificate for our representative, a representative of the Security Industry Authority, a police officer, a fire-brigade officer, an insurer, a customer or a prospective customer.

3.2.3 If you need to supply copies of NSI certificates of approval or certification documents to other parties to verify the extent of your approval, you agree to reproduce them only in their entirety, or as specified in the certification scheme.

### **3.3 Advertising your NSI approval**

3.3.1 As long as you hold NSI approval, you are entitled to advertise it. However, you are not entitled to advertise your NSI approval in any way that may suggest you are NSI approved for additional scopes of work and sectors not covered by your NSI Certificate of Approval. You may only advertise your NSI approval in a way we consider to be suitable and appropriate, and always in line with the NSI Logo Guidelines which are available on the NSI website.



- 3.3.2 Any use of the UKAS logo must be in line with the qualifying criteria and the prevailing guidance as issued by UKAS. These are contained in the NSI Logo Guidelines from time to time.
- 3.3.3 If you have used the NSI name or logo or any other material or description without the relevant authorisation or approval, we have the right to stop you using the paperwork, products and other marketing materials, including websites, emails and social media displaying the NSI name or logo on them or that refer to NSI. We may require you to destroy these or amend them so that they no longer have the NSI name or logo or any other unauthorised material on them.
- 3.3.4 You must not, directly or indirectly use or make any statement which may suggest that the NSI approval includes any form of approval other than the type of NSI approval you actually hold.
- 3.3.5 You must not allow anyone else to use any letterhead, email, website, advertisement, promotional material or any other material which would suggest that the NSI approval includes any form of approval other than the type of NSI approval you actually hold.

### **3.4 Ongoing surveillance audits**

- 3.4.1 Regulation 2.3 applies in its entirety.

### **3.5 Your responsibilities**

- 3.5.1 You agree to observe and comply with the NSI rules and, in particular (but without limitation), that:
- a) all work and other tasks and services falling within the type of NSI approval you hold will be carried out by appropriately skilled, trained and competent people, in accordance with the appropriate standards and codes of practice;
  - b) you will observe and comply with Annex 4 of these Regulations and issue certificates of compliance in accordance with regulation A.4.1 in Annex 4 if you are an NSI Approved Company holding 'NACOSS Gold' approval or 'Systems Silver' approval for electronic security systems and / or scaffolding alarm systems;
  - c) you will observe and comply with Annex 5 of these Regulations and issue certificates of compliance in accordance with regulation A.5.1 in Annex 5 if you are an NSI Approved Company holding 'Fire Gold' approval or 'Fire Silver' approval for fire detection and alarm, fixed gaseous fire suppression or emergency lighting systems;
  - d) you will observe and comply with Annex 6 of these Regulations and issue certificates of conformity in accordance with regulation A.6.1 in Annex 6 if you are an NSI Approved Company holding 'Life Safety Fire Risk Assessment Gold' approval or 'Life Safety Fire Risk Assessment Silver' approval for life safety fire risk assessments;
  - e) you will observe and comply with Annex 7 of these Regulations and issue certificates of compliance in accordance with regulation A.7.1 in Annex 7 if you are an NSI Approved Company holding 'Gates Gold' approval or 'Gates Silver' approval for gate and barrier systems;

- f) you will manage and carry out the company's business in accordance with the relevant NSI approval criteria referred to in regulation 2.1.1.
- 3.5.2 We will consider you have carried out and are responsible for work and other services undertaken by a person or business acting on your behalf. We will also consider you to be responsible for anything your agents and subcontractors have done or failed to do as if you had carried out the work and services yourselves.
- 3.5.3 Unless allowed by any relevant NSI codes of practice, quality schedules, and other NSI rules relating to how you manage and use contracted staff and subcontractors you must not allow any other person or business to act on your behalf in any matter relating to the services covered by the NSI approval.
- 3.5.4 We may require you to keep any or all of your documents, records and procedures at an address in the UK where they will be available for us to audit. Maintaining copies of any documents, records and procedures is permitted, provided they have been confirmed as being true copies in a way that is acceptable to us. We may require you to provide us with the details of that address.
- 3.5.5 You agree to help us in any enquiries, complaints against or investigations relating to your company we may make or carry out. You also agree to provide any information and explanations we may require you to provide, within time limits set by us.

### **3.6 Changes to your company and company events**

- 3.6.1 If you make certain changes to your company, you must tell us in writing within 14 days of the changes taking place. These changes include:
- a) if you are a limited company or another corporate organisation, you must tell us:
    - 1) if the ownership of your company, or its holding company as defined in section 1159 of the Companies Act 2006, changes partly or completely due to a transfer of shares or otherwise. If the change in ownership is as a result of transferring shares quoted on or under the rules of a recognised stock exchange you need not inform us;
    - 2) if you transfer any part of your business by selling it or otherwise.
  - b) if you are, or become, a business run as an un-incorporated business by only one owner, you must tell us about any change in ownership;
  - c) if you are, or become a partnership, you must tell us about all changes in the partnership, including if the partnership ends;
  - d) about any change in the membership of a group (see Annex 1, regulation A.1.16 and A.1.19);
  - e) a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of the business;

- f) if your trading name changes. If you are a limited company or another corporate organisation, you must also tell us if there is any change to the name you registered under the Companies Acts;
- g) about any changes of address, whether this is the address of your registered office, your main trading address, or a trading address of a subsidiary or branch;
- h) about the opening or closure of operational branches;
- i) about any changes to the members of the board of directors or other key managers. However, if you are a company operating from several different offices or branches, you do not need to tell us in writing within 14 days about changes to local or branch managers;
- j) any changes in the personal details of any of the company directors, other key managers and owners or shareholders if these changes affect the information and declarations those people gave to us for the purposes of being granted NSI approval;
- k) any changes in other significant information and declarations your business gave for the purposes of being granted NSI approval;
- l) any other change to how the company is set up.

3.6.2 You must tell us in writing within 14 days if any of the below happen to your company at any time:

- a) If you are a company run by only one owner, you must tell us if the owner is made bankrupt or enters into an individual voluntary arrangement or if a supervisor or receiver is appointed to deal with any part of the business, property or assets.
- b) If you are a partnership, you must tell us if the partnership enters into a partnership voluntary arrangement or if a supervisor or receiver is appointed to deal with any part of the business, property or assets.
- c) If you are a limited company or another corporate organisation, you must tell us if:
  - the company or organisation enters into a company voluntary arrangement;
  - the company or organisation has a receiving order made against it;
  - a supervisor, administrator, administrative receiver or other receiver is appointed to deal with any part of the business, property and assets;
  - a liquidator is appointed, whether this is by a court or by your creditors, directors, members or shareholders.
- d) Any of your company's property or assets are repossessed.
- e) There is a presentation at court by any competent person of a petition for the winding up of the business, or any other company in the service provider's group.
- f) The company or any other company in the group of companies becomes unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986.

- g) The company or any other company in the group of companies enters into any composition or arrangement with its creditors.
- h) Any charger takes any step to enforce any change over any shares held in the company other than by the appointment of a receiver, administrative receiver or manager.
- i) Any process has been instituted that could lead to the company being dissolved and its assets being distributed among the company's creditors or other contributors.
- j) The Service provider ceases to carry on its business or substantially all of its business.
- k) Any analogous event occurs in any jurisdiction in which the Service Provider carries on its business.
- l) Any court judgments are made against you for debts you have.
- m) If you hold NSI EMS Gold approval regulation 2.4.4 applies.
- n) If you hold NSI H&S Gold approval regulation 2.4.5 applies.
- o) If you hold NSI Life Safety Fire Risk Assessment Gold or Silver regulation 2.4.6 applies.

### **3.7 Fees and penalties**

- 3.7.1 You must pay the fees for NSI approval as published from time to time. You must also pay any costs we have to pay as a result of you failing to keep to the NSI rules and any penalties we may place on you. We can claim these amounts from you as a civil debt.
- 3.7.2 Our preferred method of payment is by Direct Debit either annually at the start of the audit year or quarterly. Exceptions will be individually considered and alternative payment methods may be agreed.
- 3.7.3 NSI reviews the fees associated with approval annually in April and any increase will be no less than the standard rate of inflation as defined by the Retail Price Index (RPI). We will communicate the price increases to you.
- 3.7.4 Failure to pay by the agreed method will result in the suspension of surveillance audits and put your continued NSI approval at risk.
- 3.7.5 Cancellation Fees are payable if you, without reasonable explanation, fail to give sufficient notice that you do not wish a planned audit to take place, within 10 working days' of the event. Should we decide that a Cancellation Fee will apply it will be equivalent to the applicable chargeable day-rate, plus any expenses incurred, up to the maximum sum defined at Annex 3 to these Regulations. The cancellation policy will be outlined in the Visit Plans produced for your audits.
- 3.7.6 NSI have the right to investigate any complaints received from any source in relation to the company or any of its principals or officers. NSI requires the company to indemnify and keep

NSI indemnified on a continuing basis against all costs and expenses reasonably incurred by NSI in relation to the investigation and resolution of the complaint. The company will also indemnify and keep NSI indemnified on a continuing basis against any claims or other liabilities which it may suffer or incur arising in any way out of the complaint or any related matters. This may include without limitation any costs and expenses reasonably incurred by NSI in relation to any additional audits not covered by your annual fees.

- 3.7.7 If you are asked to pay a fee or charge other than a financial penalty but you do not agree with it, you should contact us immediately.
- 3.7.8 If you contact us in relation to regulation 3.7.7 but you are not satisfied with the outcome of your enquiry you should, before any notice we have given you runs out, pay the fee or charge in full, and send a statement or note with the payment saying you still do not agree with the money you are being asked to pay. If we later find that you did not owe the fee or charge, we will refund that amount to you. You will not be entitled to interest on that amount.

### **3.8 Group members**

- 3.8.1 If you are or become a member of a group (see Annex 1 Definitions A.1.16 and A.1.19):
- a) we may require every other service provider that is a member of the group to apply for and be granted NSI approval for the scope and sector of business activity for which you hold NSI approval;
  - b) we may, and normally will, withhold, suspend or cancel your NSI approval, unless all members of the group are themselves NSI approved for that scope and sector of business activity;
  - c) you must, within 14 days, tell us if any other member of the group carries out, in the UK, the Channel Islands or the Isle of Man, any scope or sector of business activity for which you hold or are applying for NSI approval. You must provide any details we ask for.
- 3.8.2 When applying regulations 3.8.1a) and 3.8.1b), we will consider each case individually.
- 3.8.3 We will not usually apply regulations 3.8.1a) and 3.8.1b) for 'ARC Gold' approval, as long as we are satisfied that in all advertising, contracts and relevant related matters, you clearly show the differences between alarm receiving centres (ARCs) holding NSI approval and other ARCs within the group, and that the ARCs holding NSI approval are independent (both physically and in terms of the business they carry out) of every other ARC within the group.

## **4 Ending your NSI approval**

- 4.1 Should you wish at any time to end your NSI approval you must tell us in writing, and pay all outstanding fees.
- 4.2 If you are sending notice to us you must do so by either:

- a) first-class ordinary prepaid post - it will be considered to have been received two business days after the date you posted it.
- b) by email – it will be considered to have been received on the date of receipt.
- c) The same conditions will apply if the Certification body sends you notice. If such deemed receipt would be on a Saturday or Sunday or a public holiday when banks are not open for business, then receipt shall be considered to take place at 9.00 am on the day when business next starts in the place of receipt of the notice.

4.3 You must provide three months written notice should you wish to resign your NSI approval(s). You must pay for all work carried out by or on behalf of the Certification body up to and including the date of notice; similarly the charge will remain should your cancellation be notified 10 working days before an agreed and scheduled audit. Annual fees will be based on the pro-rata share of the invoice, including the three months notice.

## **5 Withdrawing your NSI approval**

### **5.1 General**

- 5.1.1 NSI can at any time withdraw your NSI approval. You will be given notice in writing of the withdrawal.
- 5.1.2 The withdrawal of your NSI approval will be from any date we decide.
- 5.1.3 There are a number of reasons why your NSI approval may be withdrawn; these are listed, but not limited to:
  - a) Financial;
  - b) Corporate;
  - c) Performance;
  - d) NSI.

The lists of examples in regulations 5.2 to 5.5 (inclusive) are not intended to be exhaustive.

### **5.2 Financial reasons**

- 5.2.1 If you are a business run by only one owner, and the owner is made bankrupt or enters into an individual voluntary arrangement or a supervisor or receiver is appointed to deal with any part of the business, property or assets.
- 5.2.2 If you are a partnership, and you enter into a partnership voluntary arrangement or a supervisor or receiver is appointed to deal with any part of the business, property or assets.
- 5.2.3 If you are a limited company or another corporate organisation, and you enter into a company voluntary arrangement, have a receiving order made against you, or a supervisor, administrator, administrative receiver or other receiver is appointed to deal with any part of your business, property and assets, or a liquidator is appointed by either a court, your creditors, directors or shareholders.

- 5.2.4 If any of your company's property or assets are repossessed.
- 5.2.5 If you stop trading.
- 5.2.6 If we consider a fee, charge or financial penalty to be due on a certain date but you have still not made the payment after that date, we may send you notice, in writing, that we may end your NSI approval immediately if you do not pay the money before the date the notice runs out, usually after 28 days.
- 5.2.7 If you fail to pay a financial penalty because you have appealed against the penalty under regulation 5.9.3, we will not use that unpaid penalty as a ground for us to take action under regulation 5.2.6 until the appeal has been decided.
- 5.2.8 If you fail to pay any fees, charges or penalties you owe us under the NSI rules within 14 days of them becoming due. This includes annual fees.

### **5.3 Corporate reasons**

- 5.3.1 If you fail to advise NSI of changes to the structure of your company, or its business, or when advised NSI have not accepted the changes as a satisfactory basis for continued approval. The types of changes that apply are found in regulation 3.6.1.
- 5.3.2 If you break or fail to keep to any limit, restriction or other condition attached to any limited NSI approval under regulation 5.6.2b or regulation 2.5.1.
- 5.3.3 If you break any of the conditions of regulations A.4.1 in Annex 4, A.5.1 in Annex 5, A.6.1 in Annex 6 or A.7.1 in Annex 7.
- 5.3.4 If you are convicted of any offence that we consider will harm your reputation as a trader. This also applies to any of your officers, employees or other representatives.
- 5.3.5 If we consider you are no longer a genuine trader with a good reputation.
- 5.3.6 If we consider you do not merit a good reputation.
- 5.3.7 If you do or say anything we consider is not consistent with the objectives for which NSI exists.
- 5.3.8 If you do or say anything we consider is likely to lower the reputation of your business, of NSI, NSI approved companies, or of the fire, security and related facilities management industry.
- 5.3.9 If there is something you fail to do or say and we consider this omission is not consistent with the objectives for which NSI exists. This also applies if you did not do or say it at the time, in our opinion, you should have.
- 5.3.10 If there is something that you fail to do or say and we consider that this omission is likely to lower the reputation of NSI, of NSI approved companies, or of the fire, security and related facilities management industry. This also applies if you did not do or say it at the time you should have.
- 5.3.11 If you fail to observe and comply with the NSI rules.

- 5.3.12 If you, or any of your officers or employees, have made any false or misleading statement to us or in the documents and records you have a duty to keep under the NSI rules.
- 5.3.13 If we become aware of any fact which we believe would have led us to refuse your application for NSI approval if we had known it when you applied.
- 5.3.14 If you fail to keep to a time limit we set under regulation 5.6.1d), 5.6.1e), 5.6.1f), 5.6.1g) or 5.6.1h) and 5.6.1i).
- 5.3.15 If your NSI approval has not already ended under regulation 4, and you no longer carry out business in the sector of the fire, security and related facilities management for which your NSI approval has been granted.
- 5.3.16 If your NSI approval has not already ended under regulation 4, and you no longer carry out the whole of the business activity you used to carry out in the sector of the fire, security and related facilities management for which your NSI approval has been granted.
- 5.3.17 If you have failed when asked to give an assurance, within the set time limit, under regulation 3.1.3.

#### **5.4 Performance reasons**

- 5.4.1 NSI is a third party certification body. Companies unable or unwilling to accept audits are not eligible to remain NSI approved. Your NSI approval will end if:
- you have told us you are not willing or not able to accept audits;
  - you failed to accept a visit date we asked you to accept;
  - we tried to agree a visit date, but without success;
  - you have a history of booking then cancelling visits;
  - you cut short an inspection visit;
  - you refused entry or refused co-operation to one of our duly authenticated representatives.
- 5.4.2 If you have a history of continued poor performance, failing to implement corrective and preventative actions.
- 5.4.3 If we believe you have not co-operated in a review or re-assessment of your company, or we are not satisfied with the outcome of our review or re-assessment of your company

#### **5.5 Additional reasons**

- 5.5.1 Your approval will be withdrawn if we reduce or change the types of NSI approval that exist and, as a result, you are no longer eligible for NSI approval.
- 5.5.2 If your NSI approval is a limited NSI approval and runs out on a specific date, your NSI approval will be withdrawn on that date. In exceptional circumstances, we may extend this date. If this is the case, your NSI approval will be withdrawn on the extended date.



## **5.6 Due consideration**

5.6.1 In any of the circumstances set out in regulations 5.2, 5.3, 5.4 and 5.5 we may at our sole discretion not immediately withdraw your approval. In these cases we may do one or more of the following:

- a) Require you to make a new application for NSI approval in any format and under any conditions we may decide.
- b) Require you or your staff to provide any information, assurances, formal promises and other relevant related particulars that we need or we consider we should have.
- c) Carry out any audit or assessment we consider necessary under these regulations.
- d) Set a time limit for you to keep to regulation 5.6.1a), 5.6.1b) or both.
- e) Set a time limit for you to accept an audit or assessment under regulation 5.6.1c).
- f) Set a time limit for you to respond satisfactorily to any questions we have asked you about NSI approval.
- g) Set a time limit for you to show to our satisfaction you meet the NSI approval criteria and keep to the other NSI rules.
- h) Set a time limit for you to demonstrate improved compliance to the relevant British and/or International Standards, NSI Codes of Practice and so on.
- i) Set a time limit for your staff to respond to our satisfaction to any questions we have asked you.
- j) Refer the matter to the adjudicator. You will not be able to appeal against our decision to refer any matter to the adjudicator.

5.6.2 Subject to Regulation 5.6.3 below, once the period of notice (at least 28 days) we have given you runs out and you have not made an appeal under regulation 5.9, we can do one or more of the following things.

- a) Set special conditions.
- b) Replace your NSI approval with limited NSI approval, under any conditions we consider are appropriate.
- c) Issue you with a spoken or written reprimand (or both).
- d) Change the type or scope of your NSI approval.
- e) Suspend your NSI approval.
- f) Set other penalties authorised by these regulations.

5.6.3 Under exceptional circumstances we may have a valid reason to consider there is a need or justification (see the examples in 5.6.4) for us to act more quickly than the period given under 5.6.2. In these circumstances we will give 24 hours notice instead of 28 days. However if we plan to act under this condition:

- a) we must tell you, in writing, that we consider there is a need or justification for us to act quickly; and
- b) we must make every reasonable effort to send you the notice by e-mail, marked for the urgent attention of one of your senior executives, as well as sending it by post.

When we act under this condition, we do not have to wait to see if you make an appeal, nor wait for a decision on an appeal you have already made or that you may make. Our action takes effect as soon as the 24 hour notice period ends.

5.6.4 Examples of the exceptional circumstances in which we may act under 5.6.3 include but not exclusively:

- a) There is a risk to the safety or security of members of the public;
- b) You are not keeping to (or have not kept to) the law;
- c) We need to protect our own good reputation or the good reputation of our approval schemes.

## **5.7 The withdrawal process**

5.7.1 If we withdraw your NSI approval under regulations 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7, 5.3.1, 5.3.4, 5.3.5, 5.3.6, 5.4.1, 5.4.3 and 5.5, there is no right of appeal.

5.7.2 If we withdraw your NSI approval under regulations 5.2.6, 5.2.8 or 5.4.3, we will send you notice, in writing, giving you a date at which your NSI approval will be withdrawn.

5.7.3 If we notify you of our intention to withdraw your NSI approval for any reason listed in 5.7.2, you will have the right of appeal to an appeals panel under Regulation 5.7.4 below. You must make your appeal in writing to us within 28 days of the date of our notification.

5.7.4 All appeals will be dealt with by an appeals panel led by the Chief Executive. No member of the certification panel which made the original decision to withdraw your approval will be allowed to be a member of the appeal panel.

5.7.5 You may be requested to attend a meeting with the appeals panel; failure to attend without reasonable excuse will remove your appeal.

5.7.6 You will be advised, in writing of the decision of the appeals panel. If the original decision to withdraw is upheld, withdrawal will be effective immediately.

5.7.7 You can make an appeal to the adjudicator in accordance with Regulations 5.9 and 5.10 below against the decision made by the appeals panel.

5.7.8 If you consider the way we have dealt with your appeal is unsatisfactory or it takes us longer than 28 days from receipt of your appeal, we may at our discretion refer the matter to the adjudicator. We may also at our discretion refer a matter to the adjudicator immediately after receiving notice of your appeal to the appeals panel.

5.7.9 Regulations 5.2.6 or 5.4 apply as well as all other rights we have under these regulations or otherwise.

## **5.8 Referring matters to the adjudicator**

5.8.1 If we refer a matter to the adjudicator under regulation 5.6.1j), we will send you a copy of the reference. This reference will set out our reasons for referring the matter to the adjudicator.

## **5.9 Making an appeal to the adjudicator**

5.9.1 Subject to any contrary provision in the Regulations, you can make an appeal to the adjudicator against any decision we have made:

- a) under regulation 2.5;
- b) under regulation A.4.1 in Annex 4, A.5.1 in Annex 5, A.6.1 in Annex 6 or A.7.1 in Annex 7;
- c) under regulation 5.6.2;
- d) under regulation 5.6.3;
- e) to set special conditions for your NSI approval;
- f) to grant you limited NSI approval;
- g) to issue you with a reprimand;
- h) to set financial penalties or other penalties;
- i) to change the scope and sector of NSI approval your company has been granted;  
or
- j) to suspend your NSI approval under any other condition of these regulations.

5.9.2 If you appeal against a decision (made under regulation 5.6.3), your appeal will not cause the decision to be delayed or postponed. The decision or the decision of the appeals panel stands until it is confirmed, changed or overturned as a result of a decision being made on your appeal to the adjudicator.

5.9.3 If you wish to appeal to the adjudicator, you must give us written notice clearly setting out the reasons why you are appealing, within 28 days of receiving the appeals panel decision, that you are making an appeal to the adjudicator. You must also send an appeal deposit of the amount we have set although we may reduce or waive the appeal deposit completely in some cases, at our discretion.

## **5.10 The adjudicator's powers**

5.10.1 The adjudicator will, as far as they consider appropriate, aim to avoid following a formal process to make a decision on the appeals and references they are given. They shall have discretion to regulate the process and procedure in such manner as they consider necessary or appropriate to determine the appeal. They will not have a duty to keep to any legal ruling relating to whether evidence would be valid in court proceedings.

- 5.10.2 The adjudicator may choose to deal with the matter as an oral hearing or by written submissions at their discretion. The adjudicator may question the people involved in an oral hearing and any witnesses, as the adjudicator thinks appropriate. The hearing will be run in the way the adjudicator thinks most appropriate to clarify the issues and to handle the case in a just way.
- 5.10.3 The adjudicator may choose to ask the people and organisations involved for written statements and/or written submissions, in which case the adjudicator may set any rules necessary for making these written statements and/or written submissions including a timetable for when they should be made and for dealing with the matter generally.
- 5.10.4 When you make an appeal, the adjudicator may, at any stage of the appeal proceedings, dismiss one or more of the reasons for the appeal because:
- a) it is not a reasonable basis for making an appeal;
  - b) it is scandalous, vexatious, trivial or meant to cause annoyance;
  - c) it may prejudice or delay the appeal, or cause embarrassment;
  - d) it is abusing the appeal process.
- 5.10.5 The adjudicator has the power to decide that NSI may keep some or all of the appeal deposit.
- 5.10.6 The adjudicator does not have the power to end NSI approval nor to uphold our decision to end NSI approval. If the adjudicator considers that NSI approval should be ended the adjudicator should make a report under regulation 5.10.7c).
- 5.10.7 When making their final decision, the adjudicator may do any one or more of the following things.
- a) The adjudicator may uphold, overturn or change our decision in any way they consider is appropriate, except as explained in regulation 5.10.5. If they change our decision, the adjudicator may set other penalties or special conditions they believe are appropriate in the circumstances. This includes but is not limited to the powers set out in regulation 5.10.7b).
  - b) Subject to 5.10.6 above, the powers of the adjudicator include any of the Certification body's powers under regulation 5.6.2 (except as explained in Regulation 5.10.7). This includes the power to:
    - issue a reprimand
    - change the scope(s) or the level of NSI approval
    - refuse an application for NSI approval
    - grant limited NSI approval
    - delay considering an application
    - suspend the NSI approval of an NSI Approved Company
    - set any financial penalty, other penalty or special condition they consider appropriate in the circumstances.

- c) The adjudicator may put forward a full report to the Certification body's board, recommending they cancel the NSI approval of the NSI Approved Company. The report and recommendation should be considered by the Certification body's board or by a committee, made up of at least three members of the board appointed by and, acting on that board's behalf. The Certification body's board or the committee acting on its behalf does not have a duty to keep to the adjudicator's recommendation and the decision of the Certification body's board or the committee acting on its behalf will be final.

5.10.8 In all cases, unless the adjudicator recommends withdrawing the NSI approval of an NSI Approved Company (see Regulation 5.10.7c) above), the adjudicator's decision will be final and both sides involved must keep to it.

5.10.9 In all cases where the adjudicator's decision is final and applies to both sides involved, the adjudicator will have the power to decide whether the Certification body keeps all or part of the appeal deposit (if any) and/or refunds the amount left over (if any) to the company.

5.10.10 In all cases where the adjudicator's decision is final and applies to both sides involved, the adjudicator will have the power to make a recommendation to the chairman of the Certification body about what costs to award. This recommendation does not have to be limited to the amount of any appeal deposit. However, when deciding on the amount to recommend, the adjudicator must take account of any appeal deposit they have decided the Certification body is to keep. The Certification body's board or the committee does not have a duty to keep to the adjudicator's recommendation. The board or the committee can award costs of no more than the amount recommended by the adjudicator, or waive all or part of the costs if it considers this to be appropriate. The total costs awarded against a company must not be more than the limit given in Annex 3 of these regulations. The decision of the board or the committee will be final.

5.10.11 If the adjudicator recommends to the chairman of the Certification body that the NSI approval of an NSI Approved Company should be withdrawn, the adjudicator may also make a recommendation about what costs to award and what to do with any appeal deposit. The Certification body's board or the committee does not have a duty to keep to the adjudicator's recommendation. The board or the committee can award costs of no more than the amount the adjudicator has recommended, or can waive all or part of the costs if it considers this to be appropriate. The board or the committee can also make a decision about what to do with the appeal deposit. The total costs awarded against a company must not be more than the limit given in Annex 3 of these regulations. The decision of the board (or a committee of the board acting on behalf of the board) will be final.

5.10.12 The adjudicator will be considered to be acting as an expert, not as an arbitrator.

## **5.11 Using the NSI logo or NSI medal after your NSI approval ends or is cancelled**

5.11.1 If your NSI approval has ended or been suspended or withdrawn under these regulations, then regulation 3.3.3 applies in the same way as it would if you had used the NSI name or logo or

any other material or description without the relevant authorisation or approval. If we ask you to destroy or amend them, you must do so, to our full satisfaction.

- 5.11.2 You can only use and display the NSI medal if you are an NSI Approved Company with a current NSI Certificate of Approval for a level (see regulation A.2 in Annex 2) appropriate to the NSI medal.
- 5.11.3 If we suspend or withdraw NSI approval under these regulations or your NSI approval has ended for any other reason, you must not display, transfer or otherwise use the NSI medal in any way.

## **6 General information**

### **6.1 Publication**

- 6.1.1 At our sole discretion, we can choose to publish:
- a) that we have withdrawn, suspended or changed the type of NSI approval we have granted to any NSI Approved Company
  - b) that NSI approval of any company has ended
  - c) that we have set penalties, special conditions or other limits on any NSI Approved Company
  - d) information in general or about an NSI Approved Company, in particular (but without limitation) about failing to keep to any of the NSI rules
  - e) information and statistics about the number of false alarms and how they were managed.

### **6.2 Guarantees and protection from companies applying for or who hold NSI approval**

- 6.2.1 You agree you are responsible for the products and services for which you are applying for or hold NSI approval. You also agree you are responsible for how the management system is applied during stages or processes used to decide whether these products and services are acceptable.
- 6.2.2 If you have applied for or hold NSI EMS or NSI H & S approval (or both), you agree that you are responsible for how you apply the environmental management system or health and safety management system, or both.
- 6.2.3 You agree to keep to, and carry out your business in line with the NSI rules, including the relevant NSI approval criteria. You also agree to make sure that your products and services keep strictly to the NSI regulations, NSI approval criteria, NSI quality schedules, NSI codes of practice, NSI technical bulletins, NSI special bulletins, technical requirements, directives, the relevant British Standards and other conditions we say apply to the type of NSI approval you hold or for which you have applied.

Your agreement to comply with the NSI Rules, including the scheme approval criteria shall include the commitment to implement appropriate changes when we advise you.

- 6.2.4 You agree to pay and to indemnify us and keep us indemnified on a continuing basis and to protect us against all losses, damages, costs, claims or demands awarded, made or claimed against us or that we have to pay or any other claims or liabilities of any nature whatsoever which we may suffer or incur arising in any way as a result of you breaking the NSI rules.
- 6.2.5 Once approved you agree that ongoing service delivery shall be provided only in accordance with the specified scheme criteria.

### **6.3 Discretion**

- 6.3.1 If we extend time limits, make other exceptions or fail to make use of any of our rights or powers under the NSI rules at any time, this will not take away our right later on to make use of any of our rights or powers under the NSI rules.

### **6.4 Confidentiality**

- 6.4.1 We will make every reasonable effort to avoid making confidential information about a company, its products, its services and its customers available to people who are not authorised to see it, and to make sure that our employees and representatives keep to this regulation. In certain circumstances, we can make confidential information available if we have a duty to do so by law, however unless prohibited by law we will inform you. We will not have any liability in relation to any confidential information we have made available, unless this liability is as a result of us failing to take proper care over something or failing to take action that we ought to have taken.

### **6.5 The law**

- 6.5.1 The laws of England and Wales apply to our rights and responsibilities and your rights and responsibilities under the NSI rules and you and we agree to the exclusive jurisdiction of the English Courts in all matters relating thereto.

### **6.6 Representatives of the certification body**

- 6.6.1 Except as otherwise set out in these regulations, we can authorise our officers, servants, employees and other representatives to act on our behalf and we can delegate any of our powers under the NSI Rules.

### **6.7 Amending the rules**

- 6.7.1 We can, at any time and with due notice, amend or add to the rules and can extend, reduce or otherwise change the classes and categories of NSI approval. The changes will come into force at whatever time we have set.