



Sterling Accreditation Limited
Setting the Standard

Membership Information

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1.0 Membership Pack

1.1 Upon becoming a Scheme Member, the Scheme provides the following, subject to approval and compliance with this Membership Agreement:

- A Membership Pack sent by post
- A Membership card. This ID card displays the Energy Assessor's details, a passport sized photograph and the telephone number of the Scheme to enable the public to check the validity of the Energy Assessor membership. The ID card remains the property of Sterling Accreditation Limited
- Updates to the Membership Pack from time to time and/or publishing updates on the Scheme's website
- A login to the Scheme's software system / portal via the internet
- The Member's details are published on the Landmark public register

2.0 Membership Term

2.1 The Member's membership continues for a period of twelve months after the Approval Date.

2.2 The Member is entitled to renew Membership in line with the Scheme's membership renewal process

3.2 The Scheme / CLG require that at least every three years, a Member must re-send information previously provided.

3.0 Membership and Application Fees

3.1 Refer to the Scheme Fee Schedule for Membership and lodgment fees for each sector of Energy Accreditation that the Scheme operates.

3.1 All fees exclude VAT and are subject to review at the discretion of Sterling Accreditation. Each invoice is should be paid within 28 days of date on invoice. Interest can be charged for late payment at the discretion of Sterling Accreditation.

3.2 The Member pays the Subscription Fees as applicable for each subsequent membership on the anniversary of the Approval Date.

3.3 If expressly agreed, in writing by Sterling Accreditation, the Member's employer may pay the fees on behalf of the Member. In the absence of any agreement the Member is solely responsible for payment.

3.4 Sterling invoice at least 30 days prior to the anniversary of the Approval Date for renewal of the membership.



3.5 Sterling may suspend the membership in the event that the Member is overdue with any payment or otherwise owes any money to Sterling Accreditation. Refer to suspension and withdrawal section of the agreement. (Section 7.0)

4.0 Sterling Guidelines on Dealing with Criminal Convictions (Fit and Proper Person)

4.1 For Domestic Energy Assessors, Sterling requires a BASIC CRB check, which reveals any unspent criminal convictions. This is to ensure the safety of the public and protect the integrity of the Scheme. If an applicant has any unspent criminal convictions, Sterling Accreditation takes into consideration the following factors before making a decision on applicant suitability

4.1.1 Seriousness of the offence; the level of seriousness reflected in the probability of approving the application

4.1.2 Relevancy of the offence; the nature of the Energy Assessor's role requiring access to client's property. It is of paramount importance that the offence is not in any way related to public safety

4.1.3 Sterling takes into account whether the offence is an isolated incident or not. The existence of serial offences adversely affects the applicant's suitability

4.1.4 How recently the offence was committed; recent offences may have an adverse affect on the applicant's suitability

4.2 Ordinarily, a person is unlikely to be fit and proper if he or she has been convicted or cautioned for a serious arrest-able offence including:

- Murder
- Manslaughter
- Death by reckless driving
- Rape
- Kidnapping
- Firearms offences
- Hostage taking
- Hijacking or torture

4.3 Ordinarily, a person is unlikely to be fit and proper if he or she has a conviction that is less serious than those listed, but include the following;

- Physical abuse of a person
- Criminal damage to property
- Dishonesty
- Corruption



- Substantial financial gain or serious loss to anyone (including theft, fraud and deception), that resulted in a prison sentence within the last five years
- 4.4 Sterling Accreditation reviews all applications in full compliance to the Rehabilitation of Offenders Act
- 4.5 If a member or prospective member is not considered, a fit and proper person then Sterling Accreditation reserves the right to reject an application or revoke membership. All enquiries received from other Accreditation Schemes, to confirm membership status and the disciplinary record of any former Member are dealt with promptly and in strict confidence. Refer to section on Suspension / withdrawal from scheme.
- 5.0 **Member's Obligations**
- 5.1 The Member shall, in the execution of their duties as an Energy Assessor conduct themselves in accordance with the Code of Conduct, as may be amended and available on the Membership Portal. Sterling Accreditation emails updates of the Code of Conduct to Scheme Members
- 5.2 The Member must keep up to date with Scheme updates by accessing the Sterling Accreditation website
- 5.3 The Member shall act with professionalism and socially acceptable deportment in the execution of their duties as an Energy Assessor and shall act at all times in accordance within the law
- 5.4 The Member shall carry out their duties as an Energy Assessor with all due skill and care
- 5.5 The Member shall only use approved / accredited software in their work as an Energy Assessor. And prepare reports in a form approved by or containing the information prescribed by the DCLG
- 5.6 In particular, an EPC, DEC or ACIR shall not contain:
- Information, from which the identity of a individual person may be discerned
 - An expression of opinion about any individual person
 - Information about the security arrangements of a property, including but not limited to details of any alarm systems, safes or valuables contained within the property, etc.
- 5.7 A Member's obligation when dealing with the Scheme;
- Act with due professionalism and courtesy
 - Ensure that eligibility criteria is met and inform the Scheme if any circumstance arises that affects a Member's eligibility to remain a Member of the Scheme.



Failure to do so is a major infringement of the Scheme regulations and is dealt with accordingly (see section 9.0)

- Inform the Scheme if a circumstance arises that results in the Member being considered not 'fit and proper' to carry out their duties
- Retain and store details of all work carried out during the entire duration of the membership and for 15 years after termination of the membership
- Provide the Scheme with all documentation when requested to do so
- Respond promptly to each communication sent from Sterling Accreditation and attend meetings when requested to do so by Sterling Accreditation
- Inform Sterling Accreditation of any circumstance arising which may affect the Member's membership
- Comply with all disciplinary orders issued by Sterling Accreditation
- Continue professional development for the duration of the membership.

5.8 Member's general obligations

- Inform the Scheme if they become a member of:
 - Another accreditation body
 - A relevant professional body
 - A relevant trade organization
 - A relevant regulatory body
- Advise the Scheme if;
 - Membership to any of the above organisations is terminated or suspended
 - Any disciplinary action is sought by any of the organisations stated above
 - Cautioned or arrested for any criminal offence other than a motoring offence that does not result in a custodial sentence
 - Any civil legal proceedings is brought against them in relation to their duties as an Energy Assessor
 - Bankruptcy proceedings are brought against the Member
 - The Member enters into an agreement with or benefit one of their creditors



- The Member must not enter into an agreement that fixes prices, creates a cartel or agrees market sharing unless the Member is an employee of a limited company that offers uniform pricing for the provision of EPCs, DEC's and ACIRs.

6.0 **Scheme Obligations**

The Scheme shall;

- Act in a professional, courteous, fair and just manner when dealing with Members
- Manage the Code of Conduct, including any revisions
- Respond promptly to each enquiry from the DCLG and other Accreditation Schemes
- Operate customer service standards in line with DCLG guidelines
- Operate as approved by the DCLG (including any extension or renewal of such approval) and to do so in accordance with the guidelines issued by the DCLG
- Provide the Member with membership of the Scheme, subject to the Member's compliance with the terms of this Agreement
- Provide clear and concise reasons for any decisions taken with regards to the membership and/or disciplinary procedures taken with regards to the individual Member
- Comply with all prevailing Legal Requirements including human rights, discrimination and data protection
- Operate and administer the Complaints Policy.

7.0 **Termination of Membership**

7.1 By the Scheme;

A Member's membership may be terminated as a result of a major infringement of Scheme Policy. The regulations and obligations of the Scheme with regards to this matter are detailed in the Disciplinary and Appeals Procedure

7.2 By the Member

The Member may terminate their membership to the Scheme at any time by serving the scheme with a written notification

7.3 The Member is bound by the same regulations as detailed in section 8.0.

8.0 **Liability and Indemnity**

8.1 Events and acts for which Sterling Accreditation Limited is not liable;



- Loss, damage or costs of whatever nature resulting from a Member's activities as an Energy Assessor or breach of the Agreement
- For any third party claim for negligent acts, conscious or not, by the Member in their execution of their role as an Energy Assessor or any claim that is a result of a Members actions that causes death, personal injury or damage to property of any party
- To account or pay for a Member's national insurance or income tax contributions to the relevant authorities.

9.0 **Arbitration**

Any dispute arising out of or in connection with these Membership Terms should be resolved by either party giving the other party written notice to do so. Refer to the Sterling Accreditation Disciplinary and Appeals Procedure document.

10.0 **Governing Law and Jurisdiction**

This agreement is subject to English Law, and the parties entering this agreement shall answer to the jurisdiction of English Courts.

11.0 **General**

- 11.1 A person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of this Agreement provided that a person who is the lawful successor to or permitted assignee of the rights of a party is considered to be a party to this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected
- 11.2 The Member shall not assign, novate, dispose of, sub-licence, sub-contract or otherwise transfer this Agreement nor any or all of their rights and obligations hereunder to any third party. The Scheme may assign, sub-contract or transfer parts or the whole of this Agreement or any or all of its rights and/or obligations under this Agreement.