

RESET CERTIFICATION SCHEME CARDHOLDERS, VERIFIERS AND COMPANY TERMS AND CONDITIONS

The Terms and Conditions set out below are important and affect your rights as a customer or user of the Reset Certification Scheme Limited. We draw your attention in particular to the fact that your application is to Reset Certification Scheme. If you complete the application process successfully we will issue you with a Reset Certification Scheme card, subject to conditions of use. The card remains at all times the legal property of Reset Training Ltd t/a Reset Certification Scheme.

You must read these Terms and Conditions carefully before applying to be a member and cardholder of the Reset Certification Scheme.

If you have any queries you should email: info@rscscard.co.uk or contact Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT or contact us on: 0845 519 5768

1. CONTRACTUAL AGREEMENT

These Terms and Conditions set out the contractual relationship between us and you.

2. DEFINITIONS

In these Terms and Conditions, unless the context requires otherwise: "Applicant" means a person applying to be a member of the Reset Certification Scheme, as a cardholder or company member.

"Application" means the application made by the Applicant for a Reset Certification Scheme card. "Card" means a Reset Certification Scheme Individual or Company proof of competence, qualifications and accreditations card.

"The Company" means Reset Training Ltd t/a Reset Certification Scheme, company no. 6614285, which operates the Reset Certification Scheme.

"Data" means data personal to an Applicant, data personal to a Company or data personal to a Verifier.

"Fraud" includes any fraud, dishonesty and deceit and in particular includes but is not limited to:

- knowingly supplying incorrect information to us;
- knowingly supplying any falsified or counterfeit documents to us, including qualification documents;
- "Lawful Holder" means the person or company to whom the card is issued.
- "Loss" means losses, consequential losses, costs, damages, injuries, accidents or claims (whether direct or indirect) suffered by you in connection with your application and/or the card issued to you, or any person or organisation in the course of accepting, or following the acceptance of, an RCS Card as proof of the cardholder's competence.
- "Misconduct" includes:

- failure to comply with these Terms and Conditions;
- attempting to obtain a Reset Certification Scheme card by fraud;
- misusing a Reset Certification Scheme card;
- misconduct in dealing with our Staff.

"RCS" means the Reset Certification Scheme that is endorsed by the affiliate companies and organisations used for proof of competence, qualifications and accreditations of a cardholder or company.

"Terms and Conditions" means these terms and conditions as may be amended without notification.

"We/us/our" means Reset Training Ltd t/a Reset Certification Scheme, the operator of the Reset Certification Scheme including RCS Company and RCS Individual.

"You/your" means the Applicant

"Verifier" means the person, company or organisation that will be able to view your proof of competence, qualifications and accreditations on our web site, www.rscscard.co.uk for the purpose of verification or retrieving information.

3. ELIGIBILITY TO APPLY FOR A RESET CERTIFICATION SCHEME COMPANY CARD

3.1 Any company trading within the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man is eligible to apply for a Reset Certification Scheme Company card. This includes but is not limited to Sole Traders, Self Employed, Private Limited Companies, Limited Liability Partnerships, Public Limited Companies and Group Companies.

3.2 To register your company for an RCS Company Card you must apply using a printed Company Registration Form available online at www.rscscard.co.uk or from Reset Certification Scheme and submit the completed form with the supporting documents and payment required.

3.3 We undertake checks of the information supplied on a Company Registration Form in compliance with the Data Protection Act and we will not issue a card unless all requirements have been met.

3.4 If it is not possible to complete an application process successfully a company card will not be issued and no charge will be made. Any registration fee paid to us will be refunded to you.

3.5 If your registration is successful we will issue a company card and your details will be available to be seen by registered verifiers. By accepting the card you agree to be bound by the Terms and Conditions as amended from time to time and the information on www.rscscard.co.uk

3.6 Any changes to your company name, postal address, telephone numbers or email address must be notified to us within 28 days. This can be done via the web site www.rscscard.co.uk, or email to admin@rscscard.co.uk, or by contacting RCS Administration on 0845 519 5768.

3.7 We will not be responsible for late, lost or misdirected incoming post and we recommend you use recorded delivery for applications and special delivery for urgent applications. All proof documents and certificates provided will be returned by us to you by recorded delivery.

3.8 Your completed Company Registration Form should be sent with accompanying documents addressed to: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT

3.9 Correspondence from you to us should be emailed to: admin@rscscard.co.uk, or posted to: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT

4. ELIGIBILITY TO APPLY FOR A RESET CERTIFICATION SCHEME INDIVIDUAL CARD

4.1 Any person over the age of 16 and working within the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man is eligible to apply for a Reset Certification Scheme card.

4.2 To apply for a Reset Certification Scheme card, you must apply using a printed application form available online at www.rscscard.co.uk or from Reset Certification Scheme and submit the completed form with the supporting documents required.

4.3 Your application form sent to the Reset Certification Scheme to obtain a card as proof of your competence and qualifications must be completed in full, signed and dated by you.

4.4 We undertake checks of the information supplied on an application form in compliance with the Data Protection Act and we will not issue a card unless all requirements have been met.

4.5 If it is not possible to complete an application process successfully a card will not be issued and no charge will be made. Any application fee paid to us will be refunded to you.

4.6 If your application is successful we will issue a card and your details will be available to be seen by registered verifiers. By accepting the card you agree to be bound by the Terms and Conditions as amended from time to time and the information on www.rscscard.co.uk

4.7 Any changes to your name, postal address, telephone numbers or email address must be notified to us within 28 days. This can be done via the web site www.rscscard.co.uk, or email to admin@rscscard.co.uk, or by contacting RCS Administration on 0845 519 5768.

4.8 We will not be responsible for late, lost or misdirected incoming post and we recommend you use recorded delivery for applications and special delivery for urgent applications. All proof documents and certificates provided will be returned by us to you by recorded delivery.

4.9 Your completed application form should be sent with accompanying documents addressed to: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT

4.10 Correspondence from you to us should be emailed to: admin@rscscard.co.uk, or posted to: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT

5. PROTECTION OF DATA

5.1 Reset Training Ltd is registered as a Data Processor, registration no. Z2238936, under the Data Protection Act 1998.

5.2 The data which is processed by us in connection with an application includes: personal data supplied by the applicant such as name, signature, date of birth, home address and other contact details, the applicant's current employer, the applicant's qualifications, their relevant competences and the applicant's photograph.

5.3 The purposes for which data may be processed by us include:

- Validating your personal or company details;
- Validating your qualifications, competences, accreditations;
- Maintaining a paper or digital audit;
- Re-issuing a card if your original card is lost or stolen, or for the purpose of issuing a new card if you acquire another qualification.
- Providing customer service to you;
- Accounting and audit, safety and security, fraud prevention and investigation, and systems testing, development and maintenance;
- Customer relations, service recovery and assisting us in future dealings with you;
- Marketing and market research;
- Provision of verification information to verifiers using our services on presentation of your card details by you;
- Any other purpose which is obvious or communicated to you.

5.4 If we have reason to believe that any information we receive may be inaccurate or false we reserve the right to conduct additional checks, including through third party agencies, without first notifying the applicant or cardholder.

5.5 If you wish to have your data removed permanently from our records you can write to us, returning your card to: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT.

6. APPLICANT'S OBLIGATIONS

6.1 By signing the application form the applicant consents that he or she acknowledges that any payments collect by us cover the cost of the membership of the Reset Certification Scheme. The applicant is not paying for the card which at all times remains the legal property of the company.

6.2 By signing the application form the applicant consents that he or she acknowledges that providing false information is a criminal offence under the terms of the Fraud Act 2006. Provision of false information includes falsifying any of the applicant's personal details, signatures and listed qualifications and/or the applicant photograph and/or application form and/or copy of the applicant's ID documents or original certificates.

6.3 Falsifying ID documents or certificates, for example using photo editing software, such as a qualification certificate or proof of ID document is a serious criminal offence and we will always refer evidence of such to the police.

6.4 The applicant must complete all parts of the application form correctly, complying fully with all requirements.

6.5 The applicant must provide 2 identical photographs, proof of ID documents as requested and proof of qualifications (originals) together with the correct payment.

7. VERIFIER'S OBLIGATIONS

7.1 All verifiers must be registered users of the Reset Certification Scheme; the scheme will not be accessible by members of the general public.

7.2 Verifiers will only be able to gain access to verify a cardholder or company on presentation of the card details by the cardholder unless authorised to do so by the lawful holder of the card.

7.3 Verifiers acknowledge that any access granted to the system is for confirmation of identification and proof of

qualifications, competences and accreditations of the cardholder or company only, the right to refuse access to site, workplace or premises remains the prerogative of the verifier.

7.4 The card and access through our website to the cardholder and company verification sections are accepted as containing verified or company officer approved information.

7.5 Any misuse of the system or attempted unauthorised access will result in the verifier being removed from the system.

7.6 The Verifier must successfully complete all parts of the verifier registration process before being granted access to the verification pages of cardholders and companies.

7.7 Provision of false information including falsifying any of the information supplied during the verifier registration process will be regarded as fraudulent and the verifier will be removed from the system.

8. RCS COMPANY REGISTRATION FEE AND SUBSCRIPTION PAYMENTS

8.1 Company registration costs are detailed overleaf and are applied as a one off charge. Promotional rates may be offered from time to time via a promotion code.

8.2 The Company will be issued with a RCS Company Card and login details to allow access to administration screens. All information submitted to the company scheme is inputted and uploaded by the company and is digitally signed off by 2 company officers (with the exception of Sole Traders).

8.3 The registration fee contributes to the cost of processing and validating the company registration and not the RCS Company card itself which, when issued, remains at all times the legal property of The Company.

8.4 If full payment is not received the registration will not be processed. Payment for company registrations can be made by cheque or postal order (payable to 'Reset Training Ltd') or by credit or debit Card. Cash cannot be accepted in payment unless the Applicant attends the Sheffield office of Reset Training Ltd in person having made a prior appointment.

8.5 If a company registration fails for any reason and a company card is not issued, payment will be refunded. We will assist you however we can ensure your registration is successful.

8.6 Monthly subscriptions will be charged, per company, at the rates published on our website www.rscscard.co.uk.

Subscriptions will normally be collected by us each month by direct debit. Other methods are available - visit rscscard.co.uk for more information.

8.7 For company membership the subscription fees will be charged at the current rates per company, per office, per month. These are published separately and you will be notified of your direct debit date. You will receive an invoice, by email at least 14 days prior to the direct debit collection.

8.8 The subscription is a rolling subscription. To unsubscribe as a company you must give us 3 months' notice in writing and return your company card, and where applicable all of your RCS Individual employees' cards.

8.9 Registration fees and subscription fees will be reviewed annually; we will give you 21 days notice of any increase in writing, either by email or with your monthly invoice.

8.10 The cards remain the legal property of Reset Certification Scheme. If you wish to unsubscribe from the scheme you will be responsible for returning your card. If your card is not returned to us within 28 days from the end of the notice period we will collect an additional month's subscription for the unreturned card. We will continue to collect a monthly subscription for your card until it has been returned to us, or unless the monthly subscription charges are transferred to and paid by another company.

9. RCS INDIVIDUAL APPLICATION FEE AND SUBSCRIPTION PAYMENTS

9.1 The Applicant must choose whether to apply using the standard application process or the express application process (the former takes up to 20 working days and the latter takes 10 working days after the application has been validated). The standard application fee for individual cards is at the current rate per card (plus VAT at the prevailing rate). The express application fee is £20.00 per card (plus VAT at the prevailing rate). Promotional rates may be offered from time to time on particular types of application form or by promotion code.

9.2 New or refreshed qualifications gained after the RCS card has been issued may be added at no extra charge. Any qualifications omitted by the applicant at the application stage may be added at no extra charge, but this must be done when new or refreshed qualifications are added. Otherwise there is an additional charge of £10.00 + VAT. This charge is added to the next monthly direct debit for the relevant RCS card.

9.3 The application fee contributes to the cost of processing and validating the individual application and not the RCS Card itself which, when issued, remains at all times the legal property of The Company.

9.4 If full payment is not received the application will not be processed. Payment for standard applications can be made by cheque or postal order (payable to 'Reset Training Ltd') or by credit or debit Card. Payment for express applications can be made by postal order, credit or debit card. Cash cannot be accepted in payment unless the Applicant attends the Sheffield office of Reset Training Ltd in person having made a prior appointment.

9.5 If an application fails for any reason and a card is not issued, payment will be refunded. We will assist you however we can ensure your application is successful.

9.6 Monthly subscriptions will be charged, per card, at the rates published on our website www.rscscard.co.uk.

RCS Individual subscriptions will be collected by us each month by direct debit.

9.7 For individual membership the subscription fee will be £2.80 (plus VAT at the prevailing rate) per month and the direct debit will be calculated to the nearest calendar month to be taken on the 7th, 14th, 21st or 28th of the month. You will be notified of your direct debit date.

9.8 For subscribing companies RCS Individual fees will be charged at the current applicable rates per card depending on the number of individuals subscribed. These are published separately and you will be notified of your direct debit date. You will receive an invoice, by email at least 14 days prior to the direct debit collection.

9.9 The subscription is a rolling subscription. To un-subscribe as a company you must give us 3 months' notice in writing and return your company card, and where applicable all of your RCS Individual employees' cards.

9.10 Application fees and subscription fees will be reviewed annually; we will give you 21 days notice of any increase in writing, either by email or with your monthly invoice.

9.11 The cards remain the legal property of Reset Certification Scheme. If you wish to unsubscribe from the scheme you will be responsible for returning your card. If your card is not returned to us within 28 days from the end of the notice period we will collect an additional month's subscription for the unreturned card. We will continue to collect a monthly subscription for your card until it has been returned to us, or unless the monthly subscription charges are transferred to and paid by another company.

10. PHOTOGRAPHS (RCS INDIVIDUAL CARD APPLICATIONS)

10.1 The applicant must supply two (2) PASSPORT colour photographs; see photograph guidance on www.rscscard.co.uk

10.2 The photographs must be an image of the applicant's head and shoulders. The background must be light and the applicant's face must be completely visible. Sunglasses and headwear cannot be worn other than for religious or medical reasons.

10.3 The applicant's face must display a neutral expression.

10.4 The photographs **must not be taped, stapled or glued to the form**. They can be secured by paper clip to the form, or enclosed loose within the envelope.

10.5 RCS Individual applications received without two (2) photographs enclosed, in the format required, will be rejected.

10.6 RCS Individual photographs must be refreshed with a new recent photograph every 7 years by issue of a new card.

11. USE OF THE CARDS

11.1 Although we may issue you with a card, company or individual, it remains at all times our legal property and must be returned on request. It may only be used by the lawful holder of the card. The card may not be lent, sold or given to or used by any other person or company under any circumstances.

11.2 The card may only be used, by the lawful holder, for the purpose of proving identity and proof of current qualifications, competences and accreditations.

11.3 The card contains an RCS hologram which confirms that it is genuine. We recommend that the authenticity of all cards are checked by verification through our website: www.rscscard.co.uk/verify.

11.4 The company is in no way liable for non-acceptance of a card, or refusal of access to a site, workplace or premises under any circumstances.

11.5 If a lawful cardholder finds their card is not accepted as proof of competence when accessing a legitimate place of work this should be reported to us by email to: admin@rscscard.co.uk or posted to: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT or by telephone: 0845 519 5768.

11.6 Lost, stolen or damaged cards must be reported to us without delay on 0800 612 6062.

11.7 On the first occasion we will replace your lost, stolen or damaged card free of charge. However any subsequent replacement cards will be charged at £10.00 + VAT per card in addition to your normal monthly subscription.

12. VARIATION OF THESE TERMS AND CONDITIONS

12.1 We reserve the right at all times to make changes to these terms and conditions without notification. The current terms and conditions can be found at our web site: www.rscscard.co.uk. Cardholders, companies and verifiers who do not accept amendments to the terms and conditions may return their cards to us, and unsubscribe from the scheme and/or request that data applicable to them is removed from our records as advised in 5.5.

13. LIMITATION OF LIABILITY

13.1 We will not be liable for any loss, howsoever caused, resulting from the failure of any application or our refusal to issue a card, or by reason of restriction, where we are unable to process an application or issue a card.

13.2 We will not be liable for any loss, howsoever caused, resulting from the fraudulent submission to us of any information, or by any individual or cardholder that has been verified by the Reset Certification Scheme, whether granted access or not.

14. CUSTOMER SERVICE

14.1 If you have any queries about these terms and conditions, or any other matter related to the Reset Certification Scheme, email: support@rscscard.co.uk, or write to us at: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT.

14.2 If you wish to complain about something please let us know by email: complaints@rscscard.co.uk or post to: Reset Certification Scheme, PO Box 4749, Sheffield S35 5BT.

15. GOVERNING LAW

15.1 These terms and conditions shall be governed by and construed in accordance with English law. We and you submit to the exclusive jurisdiction of the English courts to resolve any disputes that may arise out of them.

15.2 Any provision of these terms and conditions declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining which shall continue unaffected.