

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 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 Certification Scheme Ltd.

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

If you have any queries you should email: info@rscard.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 Reset Certification Scheme, as a Cardholder or company member. "Application" means the application made by the Applicant for a Reset Certification Scheme Card or subscribe to Reset services. "Card" means a Reset Individual Card. "The Company" means Reset Certification Scheme Ltd, company no. 6614285, which operates 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 a Reset 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.

"Reset" means 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 may be amended without notification. "We/us/our" means Reset Certification Scheme Ltd, the operator of Reset Certification Scheme. "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 website for the purpose of verification or retrieving information.

3. ELIGIBILITY TO JOIN RESET COMPANY

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 join Reset Company. 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 Reset Company you must apply using a printed Company Registration Form available online at www.rscard.co.uk or from Reset Certification Scheme and submit the completed form with the supporting documents and application 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 confirm membership unless all requirements have been met.

3.4 If it is not possible to complete the application process successfully 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 Reset Company Welcome Pack and your details will be available to be seen by registered Verifiers. By accepting the Welcome Pack you agree to be bound by the Terms and Conditions as amended from time to time and the information on www.rscard.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 email to support@rscard.co.uk.

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

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

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

4. ELIGIBILITY TO APPLY FOR A RESET 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 Individual Card.

4.2 To apply for a Reset Individual Card, you must complete a printed application form available online at www.rscard.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 Ltd, to obtain a Card to give access to proof of your competence and qualifications must be completed in full, signed and dated by the prospective Cardholder.

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 due to ineligibility 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.rscard.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 email to support@rscard.co.uk.

4.8 We will not be responsible for late, lost or misdirected incoming post and we recommend you use a recorded delivery service for applications and a special delivery service 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 Ltd., PO Box 4749, Sheffield S35 5BT

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

5. PROTECTION OF DATA

5.1 Reset Certification Scheme Ltd. is registered as a Data Processor, registration no. 22238936, 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 used or processed by us include:

- Validating your personal identity 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;
- Providing customer service to you;
- Accounting and audit, safety and security, fraud prevention and investigation, systems testing, development and maintenance;
- Customer relations, service recovery and assisting us in future dealings with you;
- Marketing and market research;
- Use of your company logo in website and promotional marketing;
- Provision of employee management services to your employer;
- 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 Ltd., 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 collected by us cover the cost of the membership of 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's 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 together with the correct payment.

7. VERIFIER'S OBLIGATIONS

7.1 All Verifiers must be registered users of Reset Certification Scheme; the scheme will not be accessible by non-registered users.

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 or by acceptance of invitation to join a Verifier's 'My Recognised Suppliers' list.

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 Individual Cardholder and Member 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 been 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. RESET COMPANY REGISTRATION FEE AND SUBSCRIPTION PAYMENTS

8.1 Reset 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 login details to allow access to administration screens. All information submitted to Reset Company 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.

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 Certification Scheme Ltd.'). or by credit or debit card. Cash cannot be accepted in payment unless the Applicant attends the Sheffield office of Reset in person having made a prior appointment.

8.5 If a company registration fails for ineligibility and Reset Company membership is not issued, payment will be refunded. We will assist you however we can to ensure your registration is successful.

8.6 Subscriptions will be charged, per company, at the rates published on our website www.rscard.co.uk. Subscriptions will be collected by us annually by direct debit. Any subscriptions paid via a non-direct debit payment method will be subject to a £25+VAT administration fee.

8.7 For company membership the subscription fees will be charged at the current rates per company, per office, per year. 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 where applicable all of all your employees' Reset Individual 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 invoice.

9. RESET INDIVIDUAL APPLICATION FEE AND SUBSCRIPTION PAYMENTS

9.1 New or refreshed qualifications gained after the Reset Individual Card has been issued may be added to profiles 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 Reset Individual Card.

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

9.3 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 Certification Scheme Ltd.'). or by credit or debit card. Cash cannot be accepted in payment unless the Applicant attends the Sheffield office of Reset Certification Scheme Ltd. in person having made a prior appointment.

9.4 Subscriptions will be charged from the date of Reset Company registration.

9.5 Subscriptions will be charged at the rates published on our website www.rscard.co.uk. Reset Individual subscriptions will be collected by us annually or monthly as selected by direct debit. Any subscriptions paid via a non-direct debit payment method will be subject to a £25+VAT administration fee.

9.6 The subscription fee will be collected by direct debit will be calculated to the nearest calendar month to be taken on the 7th, 14th, 21st or 28th of the month, monthly or annually as selected. You will be notified of your direct debit date.

9.7 For subscribing companies Reset Individual fees will be charged at the current applicable rates per Card depending on the number of individuals subscribed and the payment frequency selected. 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.

9.8 The subscription is a rolling subscription. To unsubscribe as a company you must give us 3 months' notice in writing and return where applicable all of all your Reset Individual employees' Cards.

9.9 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.

9.10 The Cards remain the legal property of Reset Certification Scheme Ltd. If you wish to unsubscribe from the scheme you will be responsible for returning your employee's individual Card(s). If your Card(s) are 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(s). We will continue to charge a monthly subscription for your Card(s) until it is/they are returned to us, or the monthly subscription charges are transferred to and paid by another company or individual.

9.11 Direct debits cancelled without any prior notification will be subject to a £25.00+VAT administration fee.

10. PHOTOGRAPHS (RESET INDIVIDUAL CARD APPLICATIONS)

10.1 The Applicant must supply two (2) PASSPORT colour photographs; see photograph guidance on www.rscard.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. Digital photographs may be submitted subject to photograph guidance (10.1).

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

10.6 Reset 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.rscard.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: support@rscard.co.uk or posted to: Reset Certification Scheme Ltd., 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 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 website: www.rscard.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 in accordance with 8.8, 8.9 and 9.10 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 Ltd., email: support@rscard.co.uk, or write to us at: Reset Certification Scheme Ltd, PO Box 4749, Sheffield S35 5BT.

14.2 If you wish to complain about something please let us know by email: complaints@rscard.co.uk or write 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.