



Sterling Accreditation
setting the standard

Membership Terms and Conditions

Sterling Accreditation Limited

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Introduction

1. These Terms and Conditions (Ts & Cs) are expanded by documents referred to below which can be seen on the Sterling Website or supplied either electronically or paper form by request to either:
 - a. info@sterlingaccreditation.com or
 - b. Lowry Mill, Suite 16, Lees Street, Pendlebury, Manchester M27 6DB
2. The terms “Energy Assessor” and “Member” mean the same thing in these Ts & Cs.
3. The term “certificate” in these Ts & Cs means an EPC, DEC, AR, ACIR, EPR, Retrofit Assessment, Occupancy Assessment and/or Retrofit Coordinator Project as and where appropriate.
4. For certificates to be “legal” documents they need to be undertaken as set out below under “Member Requirements” and lodged as appropriate.

Parties

1. Sterling Accreditation Limited (Sterling) is a Scheme licensed to accredit individuals to undertake and lodge energy assessments in the form of certificates:
 - a. Energy Performance Certificates and Recommendations Report (EPCs);
 - b. Display Energy Certificate and Advisory Report either together or separately (DECs and ARs);
 - c. Air Conditioning Inspection Reports (Air Con or ACIRs).
 - d. Retrofit Assessments and EPRs
 - e. Occupancy Assessments
 - f. Retrofit Coordinator Projects
2. Individuals accredited by Sterling are known as Scheme “members”.
3. These Ts & Cs apply to:
 - a. Individual members (members);
 - b. Companies acting for individual members (Companies);
 - c. Members and Companies will be held jointly and severally responsible for any defaults.

Jurisdiction and the law

1. Sterling has the appropriate agreements to accredit members to undertake energy assessments for certificates in:
 - a. England;
 - b. Scotland;
 - c. Northern Ireland;
 - d. Wales.
2. The application by an energy assessor to be a Scheme member and the accreditation by Sterling of that member is deemed to form a contract between the two parties to:
 - a. On the part of Sterling to provide member services and to facilitate the lodgements;
 - b. On the part of members to comply with membership, payment and quality assurance requirements.
3. The contract shall be governed by and construed in accordance with the laws of England and the parties shall submit to the exclusive jurisdiction of the English Courts for the settlement of all disputes or claims which may arise out of or in conjunction with the contract.



4. Members are required to be conversant with and comply with the relevant legislation for the creation of certificates as appropriate in the following jurisdictions and in particular but not exclusively:
 - a. The Energy Performance of Buildings Directive;
 - b. Energy Performance of Buildings Regulations;
 - c. Building Regulations;
 - d. PAS 2035
 - e. Health and Safety.

Sterling requirements

1. Members have the right to a prompt and courteous service from Sterling.
2. Sterling undertakes to keep up to date with all regulations and requirements and with the technical information required by members to undertake energy assessments.
3. Sterling will deal with complaints and appeals expeditiously and in accordance with the published Sterling disciplinary and complaints procedures.
4. Sterling will maintain procedures to ensure that conflicts of interest do not arise with members' work and QA audits.

Member requirements

1. Members are required to lodge certificates:
 - a. For England, Wales and Northern Ireland into the Government Register;
 - b. For EPCs for Scotland into the EST Register
 - c. For ACIRs for Scotland into the Sterling Register in a form agreed by Sterling.
 - d. For Retrofit EPRs and Occupancy Assessments into the TrustMark Data Warehouse
 - e. For Retrofit Coordinator Projects into the TrustMark Data Warehouse
2. Members are required to ensure that they are covered by an appropriate level of Professional Indemnity and Public Liability insurance, and shall not complete a lodgement unless so covered. Failure to provide a current valid insurance policy at renewal or when requested will result in immediate suspension, pending further investigation. See SQAD 7.2 Member Disciplinary Process
3. Members must not refer stakeholders to MHCLG, TrustMark or the Register Operator for the purposes of resolving an issue that has been identified during the assessment process. Any software, conventions or other issue which may have materially affected the way the Energy Certificate has been produced must be referred to Accreditation Schemes in the first instance. MHCLG, TrustMark and the Operator of the Register will only respond to requests from Accreditation Schemes.
4. Sterling will make a charge for lodging certificates.
5. Sterling will withdraw a certificate from the Government Register when a replacement has been completed or on receipt of sufficient reason from the member. A charge will not be made for this service.
6. Sterling will make a full charge at the standard rates published on our website for lodging a replacement certificate where the original certificate failed a Quality Assurance Audit (QAA).
7. Where a member fails to provide the replacement certificate within the specified timescale Sterling will arrange to replace the certificate and charge the member the full cost of the replacement certificate plus an administration charge.
8. Members will comply with the relevant Code of Conduct.



9. Members will comply with Sterling's QAA requirements.
10. Members will comply with Sterling's specific terms and conditions for access to the Members' website area and published on the website.

Invoicing and payments

1. Invoicing for lodgement and associated services is normally sent out at the end of the month within which the lodgements took place.
2. Invoicing for CPD and other services may be sent out within a week of the event or service and no later than the end of the month in which they took place.
3. Invoicing will, by arrangement, be to individual members or to companies.
4. Disputes over an invoice must be notified to Sterling with 14 days of the invoice date.
5. Sterling requires payment in full within 28 days of the date of the invoice.
6. CPD Certificates will not be provided until payment for the CPD training has been received in full.
7. VAT will be charged at the current rate.
8. Payments received will always be set against the oldest invoice unless that invoice is in dispute.
9. Sterling reserve the right to inform a member's client:
 - a. For non payment if the invoice included pay per click insurance services;
 - b. For not replacing a failed certificate within the timescales set within Sterling's QAA requirements.
10. Where an energy assessor is subject to heightened auditing, Sterling reserves the right to charge the energy assessor £50 for each heightened audit undertaken.
11. Whilst there is no cost to the complainant for making a complaint, where the member has failed to deal with the complaint professionally, the Accreditation Scheme reserves the right to recover any costs associated with the complaint from the member.
12. Sterling reserves the right to suspend member services for non payment of invoices.
13. Sterling reserve the right to charge a late payment charge of:
 - a. £40 per invoice for each invoice not paid 40 days from the invoice date;
 - b. £60 per invoice for each invoice not paid 60 days from the invoice date.

Replacement of Defective Certificates

1. When an audit is determined as a fail and no appeal is received against this decision, members have 10 working days to lodge a corrected replacement.
2. In the event that a member is not contactable or refuses to replace the defective certificate, Sterling, in accordance with the Scheme operating requirements and framework agreement, will take responsibility for replacing the certificate.
3. All costs associated with replacing the certificate will be invoiced to the member or company the member was working for at the time when the original lodgement took place.

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