

3RD OCTOBER 2023

RESELLER POLICY

1. OBJECTIVE OF THIS POLICY

- 1.1. CSCS provides the CSCS card to individuals working in the construction industry as a means of verifying individuals' **identity** and to ensure that individuals have the required health and safety training, qualifications and experience to carry out work safely on a construction site.
- 1.2. CSCS is concerned that anyone who applies for a CSCS card (an "**Individual**") using a Training Provider or Third Party reseller service may be charged excessive prices for the CSCS card and/or may receive poor customer service. Individuals can be misled into believing that they are dealing directly with CSCS when, in fact, they have contacted a third party who is reselling the CSCS card. This can cause CSCS significant reputational damage and more importantly, can prejudice the Individual and their experience.
- 1.3. The aim of this Policy is to ensure that Training Providers or Third Parties who are reselling the CSCS card (each a "**Reseller**") give Individuals clear guidance so there is no misunderstanding as to what the Individual can expect when they apply for their CSCS card.

2. CONDITIONS

- 2.1. A Reseller must not be an organisation and/or an individual who has previously been found to be connected or associated or implicated in any fraud, malpractice or maladministration including in connection with CSCS or any test, qualification or product accepted as part of the application process for a CSCS card.
- 2.2. Resellers warrant, represent and undertake to ensure that the following conditions are met when selling the CSCS card to Individuals:
 - 2.2.1. You must clearly represent on your website that you are not associated and/or affiliated with and/or approved by CSCS;
 - 2.2.2. The price paid by the Reseller to CSCS for the CSCS card must be clearly displayed and visible to the Individual before purchasing the CSCS card;
 - 2.2.3. The cost of any additional fees associated with your services including but not limited to administration costs must be identified separately to the cost paid by the Reseller to CSCS for the CSCS Card, and clearly visible to the Individual before the Individual provides the Reseller with any personal information and purchases the CSCS card;
 - 2.2.4. You must describe the CITB Health, Safety and Environment Test as a CITB Health, Safety and Environment Test (HS&E Test or CITB Test) and not as a CSCS Test;
 - 2.2.5. You must not use any wording that leads the Individual to believe, or could lead the Individual to believe, that there is any guarantee that the Individual will be issued with a CSCS card;
 - 2.2.6. You must provide CSCS with all the personal details of the Individual including their name, address, date of birth, national insurance number, contact number and email address. You must not provide CSCS with any generic information or information relating to any other Individual or company;

- 2.2.7. This policy does not grant the Reseller any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or Documents.
- 2.2.8. For the avoidance of doubt, you will not use any material(s) belonging to CSCS, including any Logos or Trade Marks ("**CSCS Intellectual Property**") including but not limited to those set out at Schedule 1, without the prior written consent of CSCS. For further information please see the CSCS Name, Logo and Image Use policy [here](#);
- 2.2.9. Should consent be given by CSCS for the Reseller to use the CSCS Intellectual Property:
- a the Reseller shall ensure that each reference to, and use of, any of the CSCS Intellectual Property is in a manner approved from time to time by CSCS; and
 - b the Reseller shall not use any of the CSCS Intellectual Property in any way which might prejudice their distinctiveness or validity or the Goodwill of CSCS therein;
- 2.2.10. You will ensure that any employee, personnel, representative, agent or anyone acting on your behalf ("**Reseller Representative**") does not represent themselves as the Individual applying for the CSCS card;
- 2.2.11. You will ensure that any Reseller Representative has not been involved or implicated in any suspected fraud, malpractice or maladministration including in connection with CSCS or any test, qualification or product accepted to apply for a CSCS card; and
- 2.2.12. Neither you nor any Reseller Representative will engage in any other conduct which in CSCS's opinion is reasonably likely to mislead the Individual.
- 2.2.13. You will not engage in any activity which in CSCS's opinion amounts to unacceptable practice, including but not limited to the examples set out in Schedule 1, which constitute a non-exhaustive and illustrative list of the activities which would be unacceptable practice by the Reseller.

3. PROCESS

- 3.1. Where CSCS believes that a purchaser of the CSCS card is a Reseller and that evidence available to CSCS indicates that they are or may be in breach of the above Conditions (see section 2 above), CSCS will contact the Reseller:
- 3.1.1. drawing their attention to the Conditions and any available evidence of the breach or suspected breach;
 - 3.1.2. specifying what actions need to be taken to rectify the breach(es); and
 - 3.1.3. setting out the time period for rectification.
- 3.2. If the specified actions set out in paragraph 3.1 are not completed within the stipulated timeframe, CSCS will block the Reseller from purchasing the CSCS card and all future CSCS cards.
- 3.3. CSCS also reserves the right for the CSCS cards to be voided should the information provided by the Reseller not be to CSCS's satisfaction. The information required includes the Individual's:
- 3.3.1. Full name (Forename and Surname)
 - 3.3.2. Date of birth

- 3.3.3. National Insurance number
 - 3.3.4. Home address, including post code
 - 3.3.5. Personal email address
 - 3.3.6. Contact details i.e. phone number(s)
 - 3.3.7. Occupation
 - 3.3.8. Qualifications.
- 3.4. Should the Reseller wish to appeal against any decision made by CSCS, it must email communications@cscs.co.uk with the wording "Reseller Appeal" in the subject title within 14 days of the date of notification of CSCS's decision to stop selling the CSCS card to the Reseller and/or voiding of CSCS cards. The appeal must provide details of why the Reseller believes that its activities do not breach this Policy and, if so, how it has changed its conduct to comply with this Policy.
- 3.5. CSCS will consider the Reseller's appeal within 28 days of receipt of the appeal. CSCS will then write to the Reseller informing it of CSCS's decision. CSCS at its sole discretion retains the right to extend the time period for the appeal and any extension of time will be communicated to the Reseller.
- 3.6. Should CSCS become aware that the Reseller is using CSCS Intellectual Property in a domain name for example cscsexam.co.uk, the following actions may be taken against you:
- 3.6.1. A formal letter requesting the domain name be transferred to CSCS; and/or
 - 3.6.2. A formal complaint made by CSCS to either Nominet or WIPO in order to regain the domain name.
- 3.7. Nothing in this Policy, including the procedural steps to be taken by CSCS as set out in paragraph 3.1, the requirements on the Reseller to comply with these steps, or the Reseller's right of appeal, shall prevent CSCS from requiring a Reseller to immediately stop selling the CSCS card at any time and/or from suspending or terminating the Reseller's account and CSCS reserves the right to commence legal action at any time for any breach by the Reseller of this Policy.

SCHEDULE 1

It should be noted that this Schedule is a non-exhaustive list and is providing information of the activities which would be considered unacceptable practice by the Reseller.

1. Misrepresenting the association with CSCS
 - a) Referring to themselves as CSCS.
 - b) Referring to themselves as the contracted supplier of the CSCS card.
 - c) Using the first person "our" in connection with the CSCS card.
 - d) Referring to themselves as approved or official provider in connection with the CSCS card.
2. Unclear pricing including the CSCS card and additional services provided
 - a) Not clearly stating and identifying the price paid by the Reseller for the CSCS card.

- b) Not clearly stating and identifying the price of the additional services being provided by the Reseller separately from the price paid by the Reseller for the CSCS card such as administration costs.
- 3. Incorrect terminology used in relation to the CSCS cards
 - a) Describing the CITB Health, safety and environment test as “CSCS test” or similar and not describing the test as the CITB HS&E Test.
- 4. Any breach of CSCS intellectual property rights (including any use of CSCS' registered trade marks as set out in Schedule 2)
 - a) Use of any CSCS logo, name or trademark whether on your website, social media account or in your domain i.e. website URL.
 - b) Unauthorised use of any CSCS material including but not limited to images of CSCS Cards.
- 5. Receipt of complaints by end consumers about the service provided by the Resellers
 - a) Unsatisfied customer complaints.
 - b) Lack of complaints process.
 - c) Failing to provide reasonable service.
 - d) Failing to provide justified refunds.
- 6. Providing false or misleading information to the Individual
 - a) Incorrect information about the requirements for each type of CSCS card.
 - b) Incorrect information about the tests and qualifications required for a CSCS card
 - c) Incorrect information about the price paid by the Reseller for the CSCS card
- 7. Misrepresenting themselves as the Individual (in any circumstance)
 - a) Misleading CSCS or its suppliers that they are dealing with the Individual.
 - b) Providing generalised individual information to CSCS/its suppliers about the Individual.

Schedule 2

CSCS Intellectual Property

Type	No.	Mark
UK	00003569013	CONSTRUCTION SKILLS CERTIFICATION SCHEME
UK	00002190060	
UK	00002520953	CSCS
UK	00003442028	
UK	00003442129	
UK	00003442176	CSCS
UK	00003442193	CSCS
UK	00906347868	CSCS
UK	00003696383	CSCS Alliance
UK	00003745318	CSCS Smart Check
UK	00003745330	