

Terms and Conditions

These Terms and Conditions lay out our requirements for all applicable EUSR registration and card applications.

EUSR CSCS affiliated schemes form part of a construction industry-wide approach for a consistent means of recognising that an individual has achieved the agreed standard of training and assessment for the activities they carry out on a construction site.

You can find everything you need to know about us, Energy & Utility Skills Limited, trading as EUSR on our website (www.eusr.co.uk) before you make an application for an EUSR registration and card. This includes the rules for EUSR registration on the Scheme located on the Scheme page on the EUSR website.

Words or phrases used in these Terms and Conditions

Applicant: the person making this Application for an EUSR registration and Card.

Application: an application for an EUSR registration and Card.

Approval: EUSR's approval to deliver an EUSR scheme.

Awarding Organisation: an organisation that designs and delivers regulated qualifications, certificates, diplomas and awards.

Card: an EUSR card issued to individuals who meet the Scheme Requirements.

Individual: the person who will receive the EUSR registration and Card as a result of this Application,

EUSR, we, us and our: Energy & Utility Skills Limited, trading as EUSR, a company limited by guarantee that is incorporated and registered in England and Wales with company number 03812163 whose registered office is at Avon House, 435 Stratford Road, Shirley, Solihull, B90 4AA.

Third Party: an employer, training provider, agent or other third party making an Application on behalf of the Individual.

Register: EUSR, the utilities sector register used to verify an Individual's training record which could include EUSR schemes, training, qualifications, authorisations and accreditations.

Scheme: the EUSR scheme for which registration is sought as a result of this Application.

Scheme Requirements: the rules for EUSR registration on the Scheme located on the Scheme page on the EUSR website.

Supplied Information: the information supplied in connection with and/or for the purposes of making an Application for an EUSR registration and Card.

you and your: an Applicant, Individual or a Third Party acting on behalf of the Individual, as required.

1. The Application process and your obligations

1.1. EUSR registration and Card Applications made by Individuals

- 1.1.1. you confirm that all the Supplied Information is true, correct and accurate in all respects.
- 1.1.2. you agree to comply with all applicable rules relating to EUSR registration as laid out on the EUSR Scheme page on the EUSR website (www.eusr.co.uk);
- 1.1.3. you understand that all or part of the Supplied Information will be used by us for the purposes of EUSR registration and the Scheme, which may include sharing it with CSCS, employers, Awarding Organisations, governmental, regulatory and law enforcement bodies;
- 1.1.4. your personal data will be processed as set out in our privacy notice on our website eusr.co.uk;
- 1.1.5. you understand and agree that we may perform checks to verify the qualification elements of the Supplied Information with the relevant Awarding Organisation, verify the correctness of information provided by you, carry out investigations for the detection and prevention of fraud and share information with relevant stakeholders including governmental, law enforcement and regulatory bodies, and, if at any time any of the Supplied Information is found to be false or fraudulent, we reserve the right to decline your Application and/or revoke your EUSR registration and Card without refund;
- 1.1.6. you agree to provide us promptly with any further information as we may require in order to process and/or verify the eligibility of your Application;
- 1.1.7. you confirm that you have a right to work in the UK. If we have reason to believe otherwise we shall be entitled to revoke your EUSR registration and Card, and if you wish to make a new Application you will need to have obtained the right to work in the UK. We reserve the right to request documentary proof of your right to work in the UK;
- 1.1.8. you understand that a photograph submitted as part of an EUSR registration and Card Application, will be used on your Card and you confirm that the photograph is a current and true likeness of you.

1.2. Applications and Registrations with Third Party involvement – where an EUSR registration is being made on behalf of another Individual

- 1.2.1. you confirm that the Individual has consented to you making the Application on their behalf;
- 1.2.2. you agree to comply with all applicable rules relating to EUSR registration as laid out on the EUSR Scheme page on the EUSR website eusr.co.uk and you confirm that you have brought all such rules to the attention of the Individual;
- 1.2.3. you confirm that you have taken reasonable steps to verify the correctness of all Supplied Information and, to the best of your knowledge, the Supplied Information is true, correct and accurate in all respects;

- 1.2.4. you understand and agree that we may perform checks to verify the qualification elements of the Supplied Information with the relevant Awarding Organisation, verify the correctness of information provided by you, carry out investigations for the detection and prevention of fraud and share information with relevant stakeholders including law enforcement and regulatory bodies, and, if at any time any of the Supplied Information is found to be false or fraudulent, we reserve the right to decline your Application and/or revoke an EUSR registration and Card without refund;
 - 1.2.5. you agree to provide us promptly (and will procure that the Individual provides us promptly) with any further information as we may require in order to process and/or verify the eligibility of the Application;
 - 1.2.6. you confirm that the Individual understands that all or part of the Supplied Information will be used by us for the purposes of obtaining an EUSR registration and Card which may also include sharing with CSCS, employers, Awarding Organisations, governmental, regulatory and law enforcement bodies and that personal data will be processed as set out in our privacy notice on our website eusr.co.uk;
 - 1.2.7. you confirm that you have been provided with documentation (a copy of which you will provide to us on request) confirming that the Individual has the right to work in the UK; if we have reason to believe otherwise we shall be entitled to cancel the Card, and if you wish to make a new Application on behalf of the Individual they will need to have obtained the right to work in the UK. We reserve the right to request documentary proof of the Individual's right to work in the UK;
 - 1.2.8. if you are an EUSR Approved Provider or EUSR Approved Trainer, you acknowledge that any breach of these Terms and Conditions may result in the immediate suspension or termination of your Approval;

you understand that a photograph submitted as part of an EUSR registration and Card Application, will be used on a Card and you confirm that the photograph is a current and true likeness of the Individual;
 - 1.2.9. you shall indemnify us against any losses, damages and claims, actions, proceedings, expenses and costs (including without limitation court costs and legal fees) arising out of or in connection with your breach of these Terms and Conditions.
- 1.3. Cards are only issued to Individuals who meet the Scheme Requirements. Our decision on whether or not your Application is successful and/or a Card is issued is final. We will notify you if your Application is unsuccessful and the actions required to successfully submit an Application. If you are unable to meet these actions then we may refund any sums you have paid.
 - 1.4. Sometimes we decline Applications, for example, because the Individual does not meet the Scheme Requirements. When this happens, we let you know as soon as possible and you may be entitled to a refund of any sums you have paid, unless your Application or any of the Supplied Information is found to be false or fraudulent.

2. The EUSR registration and Card fee

2.1. Where the Applicant is the Individual, you confirm that you will pay the applicable EUSR registration and Card fee during the Application process; you acknowledge and agree that:

- 2.1.1. all such fees are non-refundable and non-transferable;
- 2.1.2. all such fees are exclusive of value added tax, which shall be added at the appropriate rate.
- 2.2. Where the Applicant is a Third Party, you acknowledge and agree that:
 - 2.2.1. all fees are non-refundable and non-transferable;
 - 2.2.2. all such fees are exclusive of value added tax, which shall be added at the appropriate rate;
 - 2.2.3. you will provide to us approved purchase order information acceptable to us and any other relevant valid, up-to-date and complete contact and billing details and we will invoice you when your Application is received by us;
 - 2.2.4. you will pay each invoice within 30 days after the date of such invoice; and
 - 2.2.5. if we have not received payment within 30 days after the due date, and without prejudice to any other of our rights and remedies:
 - a) interest shall accrue on such due amounts at an annual rate equal to 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

3. Our rights to end your EUSR Registration and/or revoke a Card

3.1. We can decline your Application and/or revoke your EUSR registration and Card (without liability and with no refund of any fees you have paid) and claim any compensation due to us (including enforcement costs) if:

- 3.1.1. any of the Supplied Information is found to be false or fraudulent;
- 3.1.2. You don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to process or verify your Application;

If we revoke your EUSR Registration and Card, we will notify you in writing and you must immediately stop using your Card (or procure that the Individual stops using their Card) and destroy or return the Card to us without delay.

4. Limit of Our Responsibility to You

- 4.1. As you are making the Application for the purposes of your (or the Individual's) trade, business, craft or profession, for commercial or business purposes, we will have no liability to you for any loss of revenue, loss of profit or business, business interruption or loss of business opportunities, loss of use or corruption of software, data, or information, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with this contract between us.

- 4.2. These terms constitute the entire agreement between us and you in relation to your Application. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.
- 4.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation.
- 4.4. We do not give any warranty that our website or the Register or any services we provide are free from viruses or anything else that may have a harmful effect on any technology.
- 4.5. Whilst we will attempt to allow you uninterrupted access to our website or the Register, access may be suspended, restricted or terminated at any time. Your access to our website and the Register may also be restricted from time to time to allow for repairs, maintenance or the introduction of new services or facilities. You will not be entitled to a refund of any fees paid during any downtime of our website or the Register.
- 4.6. If our processing of your Application, or your receipt of the Card, is delayed by an event outside our control, we will aim to contact you as soon as possible to let you know and do what we can to reduce the delay.
- 4.7. Except to the extent expressly stated in these Terms and Conditions, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

5. Intellectual Property

- 5.1. All intellectual property rights in or arising out of or in connection with the Scheme, the Card and the Register will be owned by us (or our licensors).
- 5.2. We grant you a limited, personal, non-transferable, non-exclusive, revocable licence to access and use the Scheme and the Card in accordance with these Terms and Conditions and the Scheme Requirements.

6. General

- 6.1. These Terms and Conditions may be modified by us at any time and without notice. A copy of these Terms and Conditions will always be available on our website.
- 6.2. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 6.3. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking these Terms and Conditions, we reserve the right to require you to do those things and it will not prevent us taking steps against you at a later date.
- 6.4. These Terms and Conditions are governed by English law and you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.