

Application Information Pack

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Title	PCERT Limited Application Information Pack		

Version	Date	Notes
V1.00	28-11-2024	First Version – Authorised by Craig Whitelock-Wainwright
	28-11-2026	Next Review Due

## Overview

Thank you for your interest in undertaking certification with PCERT. The process is to certify you to perform the scope of the certification against the assessments stated within the PCERT Scheme Rules (found below).

The application pack provides the practical information to submit the application to begin the certification process.

## **PCERT Scheme Rules**

A copy of the PCERT Scheme Rules can be found on the PCERT Website: <u>www.pipa.org.uk/pcert</u>

## **Application and Certification Process**

You must review the PCERT scheme rules to determine which application category is applicable to your context.

The required information must be submitted electronically to PCERT using the 'submit application form' link on the PCERT section on PIPA's website (<u>www.pipa.org.uk/pcert</u>).

Within this application form are any forms required as part of your application, depending on your chosen application category route. A copy of these files are also available to download from the website. For more information about what is accepted for the stated documentation, please see the accepted documentation section below.

The application form will ask about any adjustments which you would like to disclose to PCERT which may be relevant to your application and assessment.

You will be required to submit yourself to comply with the requirements stated within the scheme rules of the PCERT certification scheme, the terms and conditions within this document, PCERT's privacy policy, and to supply any information needed to complete the appropriate assessments.

Upon submission of the application form, you will be directed to the payment portal to pay the application fee (required prior to the application being reviewed).

An initial application review will take place to ensure that all supporting documentation has been correctly submitted before the certification assessment is carried out.

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Once all the required documentation and assessment has taken place, you will receive a notification as to the outcome of the certification within 14 days of the final completed activity.

Each application remains valid for 12 months from the date of submission, during which time you will be required to complete all the required assessment activities.

As part of the certification process, you will be required to agree to the attached terms & conditions. During the early application checks, you will be sent an email from our e-signing platform to read and complete.

Some applications will also require an ID verification check. If this applies to your type of application, you will receive a separate email.

For full information about how PCERT handles your data, please read our privacy policy which can be found on our website.

# **Accepted Documentation**

Requirement	Description
Basic DBS	Proof of the basic DBS, such as a photograph copy or a
	screenshot of the gov.uk website
Insurance	Professional indemnity insurance with a minimum of
	£500k cover, which is in-date and covers the activity
Minimum 3 Years Experience	CV with references showing minimum experience.
	References will be contact to confirm your experience
	(please notify them in advance).
PIPA Accredited Training Course	You will be required to acknowledge you have
	undertaken the course, we may ask for the details of the
	training provider if we are unable to cross-reference
	against our records.
Details of work undertaken at	We will undertake verification of stated UKAS
current UKAS certification	accreditation. Please provide details about the work
	undertaken. UKAS accreditation must be related to the
	annual inspection of inflatable equipment (such as use
	of BS EN 14960 – part 1).
PIPA Transition Course	Acknowledgement of your successful completion of the
	PIPA transition course, found on the PIPA Learning Hub.
	Your details will be cross-referenced with PIPA.
Previous audit report forms	Either the report forms are submitted directly to PCERT,
	or are acquired from PIPA.
Current member of the PIPA	Acknowledgement of membership, which will be cross-
Testing Scheme Limited	referenced with PIPA.
Current certification with PCERT	Acknowledgement of certification with PCERT, which
	will be cross-referenced against our records.

The following documentation will be accepted where it is required for your application route:

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Peer Discussion Review	Completed peer discussion review templated
	submitted and dated within last 12 months.
Mapped Competency Review	Completed mapped competency review using the
	correct template.
CPD Evidence	Submission of the completed CPD activities on the
	correct template. CPD hours must match or exceed the
	minimum number required in scheme rules.

Templates for recertification documents can be found on the PCERT website.

## Examinations

If you are required to complete examination as part of your certification assessment process, you will be required to visit a PCERT assessment centre. Each centre undergo a venue review to ensure it meets the minimum requirements of undertaking examinations.

A list of assessment centre locations are published on the PCERT website.

There are two types of examination, a written examination and a practical examination:

- Written examinations comprise of a mixture of multiple choice, short answer questions, and calculations. It is completed on an online assessment platform and you will be required to bring an electronic device in order to complete the examination.
- Practical examinations are a two-part examination. One is a self-led inspection of a bounce and slide combo device, and you will be required to record your findings on an inspection report. The other part is an examiner assessed inspection who will oversee your inspection process, and measurement techniques.

You will be required to bring a form of ID to the examination. The following forms of ID are accepted:

- Current valid Passport
- Current valid National ID Card/residence permit or equivalent if it contains a photo
- o Current valid full photo card Driving Licence
- Current valid Residence Permit (with photo)
- o Current valid Biometric Residence Permit (with photo)
- Current valid Application Registration Card or Standard Acknowledgement Letter
- o Travel Document issued by the United Nations or Red Cross
- Valid Vignette attached to an Immigration Status Document or a GV3 document

Please ensure you provide any details about dietary requirements within your application form.

# Certificate

Upon successful certification, you will receive a PCERT certificate. You will also be listed on the public register on the PCERT website.

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# Fees

The following fees will apply to the certification process.

Note, each application attracts a single application fee plus any additional activities required for the application category.

Activity	Fee
Application Fee (Each)	£199.00
Initial Certification - Full Examination (Category A, B, C)	£749.00
Failed Examination Retry: Written	£349.00
Failed Examination Retry: Practical (both practicals included)	£449.00
Failed Examination Retry – Full Examination	£749.00
Recertification (Category A, B, C, D)	£749.00
Expansion of Scope (Category E)	£49.00

The Terms and Conditions provide further information about refunds and cancellations.

# The PIPA Testing Scheme Limited

Whilst PCERT Limited works closely with The PIPA Testing Scheme Limited, certification with PCERT does not provide automatic membership to the PIPA. Any person who wishes to become a member of PIPA will need to follow PIPA's application process on their website.

To ensure there is efficient and economical sharing of resources between PCERT and PIPA, a Memorandum of Understanding (MoU) has been created stating how the two companies will work with each other. A copy of the MoU can be found on our website.

Information about how your data is handled can be found in PCERT's privacy policy.

#### **Publication & Disclosure Policy**

PCERT has developed a policy about the information it will publish and disclosure upon request. We are required as a certification body to provide such information, and the policy helps us to manage both expectations in how we handle your data, and any requests.

A copy of the policy can be found on our website.

# Appendix

1) Terms & Conditions

Document Number	PCERT001b-100		
Release Date	28-11-2024	Version	V1.00
Title	PCERT Limited Application Terms & Conditions		

Version	Date	Notes
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1. Definitions

1.1. In these Conditions the following terms shall have the following meaning:

"Accredited PIPA Trainer" means the trainer which you have chosen, and who is accredited or otherwise approved by PIPA to organise and offer teaching for PIPA training course;

"Conditions" means these PIPA General Conditions for applicants;

"E-Learning" means any electronic form of training which is provided by PIPA on the PIPA Learning Hub website;

"Enrolment" means you are enrolling on to a PIPA product to complete a PIPA training course and assessment. in accordance with these Conditions and PIPA's requirements that may alter from time to time;

"Enrolment Fee" means the fee payable by an Accredited PIPA Trainer to complete a PIPA training course. The fee includes any associated e-learning, workbook material, and assessment fee;

"Guide(s)" means any course documents and any guides issued by PIPA in respect of PIPA qualifications or units thereof as such guides are amended by PIPA from time to time;

"Information pack" means the written document outlying the contents of the course and its delivery, also referred to as a course handbook;

"IPR" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Malpractice Policy" means the latest PIPA policy relating to malpractice as amended from time to time;

"PIPA" means the professional inflatable play association (a company limited by guarantee under company number) PIPA Office, 301 Tea Factory, Fleet Street, Liverpool, L1 4DQ, and/or its representatives;

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"PIPA Assessment" means assessments of practical units and/or examinations which contribute towards successful completion of your PIPA training course;

"PIPA Intellectual Property" means all IPR owned or controlled by PIPA;

"PIPA Product" means a training course, award or assessment created by PIPA for demonstration of achievement or competence;

"Policies" means the policies of PIPA and as amended, updated or added to from time to time;

"Registration Form" means the form submitted by you to PIPA when you apply for Enrolment or register for PIPA qualifications;

"Scripts" means the document containing your answers to PIPA's Assessments; and

"You" refers to you, the learner or prospective learner for PIPA qualifications or units thereof and "Your" shall be construed accordingly.

## 2. Scope of Terms and Conditions

2.1. These conditions govern your relationship with PCERT which come into force upon you electronically agreeing to them. Should you Enrol or register to undertake a programme of study related to a PIPA Inspector's course, PCERT is not a party to this contract and any queries should be directed to the relevant training provider.

2.2. For the avoidance of any doubt PCERT's liability is limited to that of the fee's which have been paid for the relevant PCERT application. Any additional fees, charges, or payments due related to training lies with the relevant training provider.

2.3. The limit of PCERT's liability as per clause 2.2 will only be effective once PCERT has received your application form which is confirmation in writing of your intention to sit a undertake certification with the PCERT scheme.

# 3. Application, Transfer and Cancellation

3.1. These conditions set out the basic obligations of PCERT and your obligations and responsibilities which include but are not limited to fees and payments. By electronically agreeing to this document, you accept these conditions.

3.2. Confirmation of your application to undergo certification with PCERT will only be effective when PCERT has received your signed agreement. PCERT may accept or decline your application at its absolute discretion.

3.3. Application is for the purposes of identifying you, and tracking progress through certification, and any necessary assessments. You are responsible for ensuring that all the information provided for the purpose of certification is complete and accurate. PCERT will contact you primarily by email and you are responsible for checking any updates or responding to any requests for information by PCERT.

3.4. Application for certification which requires an examination type assessment means that you agree to abide by the regulations for that PCERT assessment.

3.5. Any samples, description matter, or advertising issued by PCERT, and any descriptions contained in PCERT brochures, documents or website, are issued or published for the sole purpose of

giving an idea of certification with PCERT. They shall not form part of the conditions or have contractual force.

3.6. Subject to clause 2.2, these Conditions shall apply to the exclusion of any other terms, or any other terms that you seek to impose, or which are implied by law, custom, practice or course of dealing.

3.7. The PCERT application fee is non-refundable, and it cannot be transferred to other applications. Upon payment, PCERT begins to assess your application, and the fee covers the associated costs.

3.8. Upon payment of any fee for examination, the following refund terms apply:

3.8.1. Notification to PCERT which is more than 70 days in advance of the assessment date will receive a full refund of the fees paid for the examination.

3.8.2. Notification to PCERT which is between 70 days and 15 days in advance of the assessment date will receive a 50% refund of the fees paid for the examination.

3.8.3. Any cancellations which are less than 15 days in advance of the assessment date will not be refunded.

3.8.4. If a medical or family emergency occurs within 15 days of the assessment date, prior to your arrival to the examination, which forces you to be unavailable to attend the examination, PCERT may, at its discretion, allow you to reschedule the assessment date free of charge. You must contact the PCERT team as soon as you become aware of the emergency. PCERT will advise you of any evidence which is required to review the situation. Acceptance of evidence is at the discretion of PCERT and there is no automatic right to rebook or obtain a refund if you cannot sit an examination date for medical or family reasons.

3.8.5. If on the assessment date you arrive to the examination and you must leave for any reason, you will not be entitled to a refund.

3.8.6. If PCERT is required to cancel an examination, you will be entitled to either: a full refund of the fees paid for the examination. or you may transfer onto another assessment date. PCERT will not reimburse any additional costs associated with your attendance at an examination venue.

3.8.7. For the avoidance of doubt, any refund will be of the money paid by the applicant regardless of the current price stated or being advertised.

4. Submission of documentation and completion of examinations

**4.1.** You represent, warrant, and covenant that all information submitted by you to PCERT as part of the certification process, including examination answers, is entirely Your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorised materials in attempting to satisfy assessment requirements.

4.2. You will not attempt to remove any examination material, or reproduce examination material, following an examination date.

4.3. Any attempt or intention to carry out misconduct will be deemed as inappropriate by PCERT, and you may be removed from the certification process upon investigation. The term misconduct is defined by PCERT in clause 13.

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4.4 Identification checks are in place throughout the certification process. Any attempt to undertake any part of the certification process on behalf of another person will be viewed as misconduct, and you may be removed from the certification process upon investigation.

## 5. PCERT's Liability

5.1. Subject to clause 5.2, PCERT expressly excludes liability for:

5.1.1. any loss or damage to your property unless caused by the negligence of PIPA or its directors/appointed persons;

5.1.2. any:

i. loss of profit;

ii. loss of anticipated savings;

iii. loss of use or corruption of software, data or information;

iv. failure of learners technical equipment required to complete assessment including internet access

v. loss of earnings;

vi. loss of opportunity or loss of living expenses; or

vii. indirect or consequential loss suffered by You, due to the breach by PCERT of any obligation to you or due to any other act or omission or negligence of PCERT or its employees or agents. Nothing in these conditions shall operate to exclude or limit PCERT's liability which cannot be legally limited including (but not limited to) liability for:

5.1.2.a. death or personal injury due to its negligence;

5.1.2.b. fraud or fraudulent misrepresentation; or

5.1.2.c. any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

5.2. Without prejudice to clause 5.1, PCERT's total liability arising under or in connection with these conditions, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise shall be limited to the fees paid to PCERT.

5.4. Neither you nor PCERT shall have any liability to each other for any failure or delay in the performance of obligations due to any cause beyond the relevant party's reasonable control.

5.5. PCERT shall have no liability to you should its website be unavailable to access at any time or fails to perform within usual parameters or at all. PCERT does not guarantee that its website is free from viruses and will be uninterrupted or error free. Conditions relating to use of our website can be found as part of the terms & conditions notice on the website.

6. Termination

6.1. Either party may terminate these conditions with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so.

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6.2. PCERT may terminate your application at any time by written notice if:

6.2.1 You breach these conditions, or any terms and conditions contained in any letter confirming your application or any documents or policies issued by PCERT at any time; or

6.2.2 You fail to pay any fees due directly or indirectly, which relate to an application or examination on the due date for payment; or

6.2.3 it is discovered that You have provided PCERT with any false or misleading information; or

6.2.4 You do not meet all the certification requirements specified in PCERT's certification scheme rules (where applicable); or

6.2.5 You are verbally or physically abusive in contravention of clause 8; or

6.2.6 You are involved in any malpractice pursuant to clause 13.

## 7. Consequences of Termination

7.1. Termination or expiry of the conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these conditions which existed at or before the date of termination or expiry.

7.2. Any provision of the conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the conditions shall remain in full force and effect.

#### 8. Verbal or Physical Abuse

8.1. PCERT will not tolerate verbal or physical abuse of its employees or stakeholders.

8.2. Any such incident of abuse may lead to (a) restriction of communications with you to a specified means e.g. via letter or email only or (b) in cases which PCERT, at its sole discretion, considers to be serious or in repeated cases of physical or verbal abuse, termination of enrolment and / or registration with PCERT, and / or exclusion from future enrolment or registration with PCERT.

#### 9. Data Protection

9.1. PCERT will hold personal information about you and will use the information as follows:

9.1.1. to process our applications to PCERT and administer your enrolment and assessment including post-assessment services;

9.1.2. to respond to requests by providing verification to those requesting the information about the status of your certification with PCERT (limited to certified, not currently certified, or suspended);

9.1.3. to respond to queries raised by you

9.1.4. to administer policies;

9.1.5. to notify you of your PCERT certification status and results;

9.1.6. to make You aware of the services PCERT and other similar organisations can offer including information on current and future courses and qualifications unless you have notified us that You have opted out of receiving such information;

9.1.7. to carry out research to help PCERT to improve and plan its work. The data used for this is non-identifiable for example (women under 50)

and

9.1.8. As otherwise permitted by the UK Data Protection Act 2018, described within our Privacy Policy

- 9.2. You hereby consent to PCERT emailing and posting your results to you.
- 9.3. You hereby consent to allow verification of your PCERT results via the PIPA website or via the QR code on the Certificates and Parchments.

#### 10. Intellectual Property Rights and PIPA website

10.1. All PCERT and PIPA intellectual property shall remain vested in the relevant company. PIPA or PCERT intellectual property may not be reproduced/copied/distributed in any way without the prior written consent or as required by law.

10.2. If You access PIPA's website you must do so only subject to PIPA's terms of use, which is available on request and on its website.

#### 11. Complaints

11.1. In the event an applicant wishes to raise a formal complaint, he/she must do so in writing to the PCERT scheme. PCERT will respond to the complaint within 28 days.

11.2. PCERT will investigate any complaints and seek to establish whether there has been a failure on PCERT's part due to a breach of these conditions, certification scheme rules, or statutory right.

11.3. PIPA's liability will be limited as stated in clause 5 of these conditions.

## 12. Appeals

- 12.1. The PCERT appeal process is documented within PCERT's certification scheme rules.
- 12.2. Any costs associated with the appeals process will fall against the unsuccessful party.
- 12.3. PCERT operates a two-tiered appeal procedure:
  - Level 1: internal appeal and review
  - Level 2: External appeal through arbitration using the Chartered Institute of Arbitration

## 13. Misconduct Policy

- 13.1. Misconduct under these conditions and will be investigated by PCERT employees.
- 13.2. Types of misconduct (but not limited to):

13.2.1. Verbal or physical abuse (as per clause 8)

13.2.2. Cheating, defined as contravening clause 4.

13.2.3. An unlawful act carried out in relation to sitting the examination or undergoing certification;

13.3. Investigations into misconduct will be carried out in line with PCERT's complaints procedure, with the exception that the potential outcomes of an investigation are limited to either no further action, or termination of this contract as per clause 6. And the outcome may be decided by the managing director of PCERT.

13.4. Appeals against decisions of misconduct may be raised in line with clause 12.

#### 14. General

14.1. Failure by PCERT to enforce strict compliance with these conditions by you shall not be considered to be a waiver of any provisions of these Conditions.

14.2. If any provision of these conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these conditions, and the remainder of the provision in question, shall not be affected.

14.3. A person who is not a party to the contract governed by these Conditions shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted to an applicant, but this does not affect any right or remedy of a third party which exists, or is available, apart from in that Act.

14.4. PCERT may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these conditions.

14.5. You may not assign or deal in any other manner with any of your rights and obligations under the conditions.

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14.6. These conditions shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

## 15. Statutory Rights

These conditions shall not affect your statutory rights as a consumer.

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