



SAVA Membership Requirements

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Important Notice

To use SAVA products, you must be a member of SAVA. The Membership Requirements must be read in conjunction with the Product Requirements relevant to the type of SAVA product you wish to offer. Both Membership Requirements and Product Requirements form the overall Scheme Requirements. We reserve the right to cancel your SAVA Membership if these Membership Requirements are breached.

1. Being a Member of SAVA

- 1.1 The purpose of these Membership Requirements is to set out the standards of professional conduct that are expected of you so as to promote best practice and confidence in the integrity of SAVA and its members
- 1.2 You are totally responsible for all aspects of the quality and accuracy of reports and any other work carried out by you for a customer and you must carry out your work with all reasonable skill and care
- 1.3 You must employ the appropriate local knowledge when carrying out work and you must recognise and act within the limits of your personal competence
- 1.4 If you are offering a SAVA product, you must adhere to the terms and conditions of that product and not vary them in any way. They are mandatory and cannot be altered, restricted or expanded
- 1.5 It is your duty to maintain your technical competence for all products you offer your customers. Any specific, mandatory requirements relating to specific SAVA products are described in the relevant Product Requirements
- 1.6 Where applicable you must abide by the Product Requirements relevant to the SAVA product you are producing and act in accordance with the specific skills requirements
- 1.7 You must observe and keep up to date with laws and statutory codes of practice that affect your work. You must possess and keep in good working order, all the necessary equipment you need in order to carry out any work for a customer (this will vary depending on the work or SAVA product you offer)
- 1.8 You must not begin or continue with any work if that work requires you to enter a property that is only occupied by an unaccompanied minor or a vulnerable adult
- 1.9 You must securely maintain all your records relating to a SAVA product for a period not less than 15 years, and they must be of sufficient detail to enable an unconnected third party to interpret your data input and inspection findings and conclusions
- 1.10 You must know and comply with the requirements of the Health and Safety at Work Regulations as they apply to you and your activities. You must abide by any instructions given to you by the responsible person when on site
- 1.11 You must at all times:
 - 1.11.1 Act with integrity
 - 1.11.2 Be honest and trustworthy
 - 1.11.3 Be open and transparent in your dealings
 - 1.11.4 Disclose to the scheme any or all of the following matters:
 - 1.11.4a If you have been charged or convicted of a Criminal Offence in the UK or elsewhere
 - 1.11.4b If you have been referred for a disciplinary hearing by another accreditation scheme or similar body
 - 1.11.4c If a disciplinary allegation has been found proved by another accreditation scheme or similar body

- 1.12 You must respond to queries made by SAVA in the investigation of any potential disciplinary matter involving another member
- 1.13 You must keep your professional skills and knowledge up to date by participating in Continuous Professional Development (CPD). SAVA reserves the right to mandate certain CPD requirements (this may be the number of annual hours or topics covered etc.) relating to a specific product
- 1.14 You must avoid using your position as a member improperly, and comply with any requirements or instructions that govern the operation of SAVA including the relevant product requirements
- 1.15 You must not engage in conduct that damages the reputation of SAVA, or other associated schemes or businesses, operated by NES Ltd, diminishes public confidence in SAVA or damages the trust placed upon them by those who depend upon your work
- 1.16 You must carry out your work in a fair and proper manner, give an unbiased opinion, never accept any gift or inducement that may affect your judgment and clearly indicate any personal or business relationship that could lead to a conflict of interest
- 1.17 You may only promote and advertise your services in a clear, honest and lawful manner. Any advertisements you place must comply with the statutory and national standards to ensure that all advertisements are legal, honest and truthful and that are clearly identifiable as an advertisement
- 1.18 You should treat all customers' personal information and security related matters as private and confidential. You should not disclose personal information about customers unless specifically permitted to do so
- 1.19 Various logos are available for you to use in your stationery, livery and/or advertising. When using the logo you must not modify, distort or add text to the logo in any way, if you leave the Scheme you must no longer use the logo and if you use the logo on your website, you will also link back to www.nesltd.co.uk
- 1.20 You must have sufficient public liability and professional indemnity insurance in place for the work you offer and as outlined in the relevant Product Requirements
- 1.21 By signing the Membership Agreement and therefore agreeing to comply with these Membership Requirements and relevant Product Requirements, you have undertaken to:
- 1.21.1 Agree with all of its conditions, and undertake to read and understand any published scheme documents as may be amended from time to time
 - 1.21.2 Have read and understood any other specific requirements defined by the scheme
 - 1.21.3 Confirm that the appropriate internal procedures are in place to ensure customer protection

2. Dealing with the Customer

- 2.1 You have a Duty of Care to your customer, the person who has commissioned any work from you. As with all professionals the Duty of Care might extend beyond those who have actually commissioned the work. Therefore, the highest standards of work and conduct are essential

- 2.2 If you provide other professional services for the customer, which are not specifically related to the preparation of a SAVA product, these services must be carried out under separate contract
- 2.3 You must be able to explain to customers, the requirements of the regulations relating to any SAVA product, and its component parts that you are producing
- 2.4 Before entering into a legal commitment to carry out any work relating to a SAVA product you should ensure that your customer:
 - 2.4.1 has read and understood the relevant terms of engagement and understands the nature of the product and its limitations (*A copy of the terms of engagement is available within the relevant Product Requirements*)
 - 2.4.2 understands the reasons why you may terminate the work when on site, and any reimbursements you would seek in such circumstances
 - 2.4.3 understands the policy and procedures for cancellation of the work and the payment of refunds
 - 2.4.4 understands the fee you will charge
- 2.5 As there are no set fee scales you are free to agree appropriate fees with your customer
- 2.6 You should identify yourself to the responsible person at the property prior to commencing any work
- 2.7 You must not exploit the vulnerability of customers or take advantage of their lack of knowledge

3. Membership Fees, Charges and Renewal of Membership

- 3.1 The requirements related to membership fees, renewals and cancellation of membership
 - 3.1.1 We reserve the absolute right to amend all fees and charges
 - 3.1.2 The membership period is a year
 - 3.1.1 Your membership renewal date will depend on the date when your application was approved. If your membership was approved on or before the 15th day of the month, your renewal date will be 1st day of the month. If your membership was approved after the 15th day of the month, your membership renewal date will be the 1st day of the following month
 - 3.1.2 Fees are payable to register reports and will vary depending on the SAVA product offered
 - We reserve the right to charge for additional quality control measures should we be required to undertake extra monitoring of your performance. The charges will be assessed on a case by case basis and you will be advised in advance of all charges. The charges may be one off or applied to the applicable product type
 - 3.1.3 We will charge a fee to cover the costs associated with preparing for your re-instatement following a product suspension

- 3.1.4 You are required to carefully evaluate the declarations, as notified to you by us, which ask if there have been any changes in your status that could affect your eligibility to remain as a member. You are contractually obliged to inform us of any such changes
- 3.1.5 We reserve the right to terminate your membership if in the opinion of the scheme it is considered appropriate to do so. We may not accept a new application for membership in the future
- 3.1.6 We will not accept your resignation, or a request to cancel your membership, from the scheme whilst there is any compliance matter outstanding or disciplinary action is in progress. You must fulfill all requirements put in place before we will allow you to cancel your membership. Should you fail to fulfill all requirements, your membership status will be changed to the status deemed appropriate by us on completion of the disciplinary action

4. Required Customer Complaint Procedure

- 4.1 You must operate an appropriate customer complaint policy, or adopt your employer's customer complaint policy. In either event, this policy must accord with the processes set out below:
- 4.2 This policy should be based upon a process of escalation, commencing with attempts to resolve the issue by you or your employer, then escalation to us. We act as an independent third party to the contract existing between your customer and you or your employer
- 4.3 Whenever a customer complaint is formally escalated to us we will require you to provide all supporting documentation within two working days
- 4.4 Either you or your employer must keep full and accurate records of all customer complaints and queries received, and all subsequent actions taken on them. Upon receipt of a complaint we should be notified in writing electronically, and should also be kept updated as to resolution progress
- 4.5 When a customer complaint is received, and properly recorded, you or your employer should *formally* notify the complainant of their rights under the customer complaint policy. The policy must make it clear that it does not in any way prevent a complainant from following their normal recourse to Law
- 4.6 Either you or your employer must take all possible actions to resolve the customer's complaint. You must notify SAVA of any complaints and keep us informed of the outcome. If a resolution cannot be reached, the complainant should be informed that the matter will need to be escalated to SAVA.
- 4.7 Upon escalation, we will review all of the facts related to the complaint. Further clarification may be requested from the various parties, and we may seek the advice of technical experts. We will seek to resolve the complaint to the customer's satisfaction and this may involve you or your employer having to agree to a site audit, or some sort of redress. Our decision will be final, and is binding on you or your employer, but not the customer. **We will make it clear to the customer that these deliberations do not in any way prevent or obstruct their recourse to Law**

4.8 If a customer complaint is received directly by us, either you or your employer will be notified immediately and the complaint will be passed to you for resolution. The only exception to this process is if the complaint concerns a possible criminal offence, in which case we will notify the Police

5. Handling other types of complaint about you

5.1 Complaints could be made about your conduct or work quality by another member or by some other third party. We will deal directly with these complaints. If you receive such a complaint yourself, you must inform us immediately. [Note, even if complainants decide not to proceed with their complaint, we may begin disciplinary proceedings if we consider that the matter warrants this.]

5.2 We reserve the right to instigate disciplinary action ourselves in those cases where members have abused our staff verbally or in writing.

6. Handling complaints about us

6.1 In the event that either you or your employer receives a customer complaint about us, this should be fully recorded as to the nature and circumstance, logged as per 4.4 above, and then passed immediately to us. In this instance, and where we are notified of the same sort of complaint, directly by the complainant, acknowledgement will be made, in writing, within 5 working days. We will conduct an enquiry into the matter after agreeing a deadline-date with the complainant. In all cases a detailed complaint history file will be opened and maintained and we may seek additional information from you. We will keep you fully informed as to our progress in attempting to reconcile the matter

6.2 If you have a complaint about us, send us full details of the issue, which we will then investigate and attempt to resolve

7. Quality Monitoring Procedures

7.1 Quality monitoring procedures cover all of the SAVA products produced and lodged by you. Monitoring will be undertaken to ensure adherence to any requirements which may be imposed on us by a third party and the product instructions.

7.2 We may carry out, (either directly or using a sub-contractor), a number of audits to ensure that you are abiding by the product requirements and to ensure customer protection. These will include:

7.2.1 Desk-top audits. This form of audit will compare the records of inspection against the reports that you produced.

7.2.2 Customer satisfaction checks, using telephone or questionnaire will be undertaken if required

7.2.3 Site audits of the property and any documentation associated with it will be undertaken if required

7.3 When we notify you that one of your products has been selected for auditing you must provide us with the supporting documentation requested. The compliance team request for the appropriate information will also include a timeline to which you must adhere

7.4 Failure to provide by the requested date may result in an audit failure

7.5 Any request to re-issue a report, due to errors in the original submission, must be addressed in the time specified by the compliance and technical support team

7.6 We will check that you have complied with the requirement for CPD and will request Personal Development Plans from 5% of members each year

7.7 We will keep full and comprehensive records of all monitoring activities so that personal records are maintained.

8. Disciplinary Processes

8.1 Disciplinary Processes resulting from Monitoring Procedures

8.1.1 We have monitoring procedures in place that check you are delivering SAVA products in accordance with the relevant product instructions. If any form of disciplinary action is to be taken, it will be in accordance with the Disciplinary Tariff Tables, found in the Product Requirements.

8.2 Disciplinary Process as a result of a Customer Complaint

8.2.1 In the event that we receive an escalated complaint from a customer, and where this is subsequently confirmed to be a breach of Scheme Requirements, the disciplinary processes will be implemented.

8.3 Disciplinary Process as a result of Other Types of Complaint

8.3.1 Where we have been made aware of complaints against you by another member of SAVA, or by a third party, we will investigate the matter, and if a breach of the Scheme Requirements is confirmed the disciplinary process will be implemented.