

Rules for Registration

1. General

- 1.1 Definitions and Interpretation
- 1.2 Relationship
- 1.3 Information
- 1.4 Certificates etc
- 1.5 Time Limits
- 1.6 Notices
- 1.7 Notification
- 1.8 Trade Marks
- 1.9 Effective Date

2. The Registers

- 2.1 Form
- 2.2 Categories
- 2.3 Ownership

3. Registration Standards

- 3.1 Standards for Registered Installers
- 3.2 Standards for Registered Contractors
- 3.3 Compliance

4. Applications

- 4.1 Applicants
- 4.2 Applications
- 4.3 Fees
- 4.4 Applicant's Warranties
- 4.5 Suspension
- 4.6 Multiple Applications
- 4.7 Compliance
- 4.8 Deferral of Applications
- 4.9 Probationary Registration
- 4.10 Conditional Registration
- 4.11 Qualifications
- 4.12 Repeat Applications
- 4.13 Decision
- 4.14 First Stage Review
- 4.15 Appeal Panel
- 4.16 Advertisement

5. Renewals

- 5.1 Applications
- 5.2 Fees
- 5.3 Renewal
- 5.4 Refusal or Variation
- 5.5 Renewal Subject to Conditions
- 5.6 Records
- 5.7 Notice
- 5.8 First Stage Review
- 5.9 Appeal Panel

6. Changes in Particulars

- 6.1 Notice
- 6.2 Change of Control

7. Compliance and Inspection

- 7.1 Standards
- 7.2 Categories
- 7.3 Gas Work Notifications
- 7.4 BR Certificates
- 7.5 Inspection
- 7.6 Complaints
- 7.7 Report
- 7.8 Failure to arrange or attend Inspection
- 7.9 Fees
- 7.10 Identity Cards

8. Resignation, Removal, Conditions and Suspension of Registered Installers

- 8.1 Resignation
- 8.2 Removal
- 8.3 Conditions
- 8.4 Suspension
- 8.5 Effectiveness
- 8.6 Notice
- 8.7 Advertisement
- 8.8 First Stage Review
- 8.9 Appeal Panel
- 8.10 Conduct
- 8.11 Refunds

9. Removal, Conditions and Suspension of Operatives

- 9.1 Removal
- 9.2 Conditions
- 9.3 Suspension
- 9.4 Effectiveness
- 9.5 Notice
- 9.6 Advertisement
- 9.7 First Stage Review
- 9.8 Appeal Panel
- 9.9 Conduct

10. First Stage Review

- 10.1 Request
- 10.2 Information
- 10.3 First Stage Review Panel
- 10.4 Conduct
- 10.5 Decision

11. Appeal Panel Hearing

- 11.1 Notice of Appeals
- 11.2 Appeal Board
- 11.3 Information
- 11.4 Appeal Panel
- 11.5 Technical Assessor
- 11.6 Arrangements for Hearings
- 11.7 The Clerk to the Appeal Panel
- 11.8 Conduct of Hearing
- 11.9 Evidence
- 11.10 Representation
- 11.11 Non-attendance
- 11.12 Decision

12. Definitions and Interpretation

- 12.1 Definitions
- 12.2 Interpretation

1. General

1.1 Definitions and Interpretation: The provisions of Rule 12 apply to these Rules.

1.2 Relationship:

- 1.2.1 The relationship between CORGI and an Applicant relating to Gas Work is governed by a contract comprising the Application and these Rules.
- 1.2.2 The relationship between CORGI and a Registered Installer relating to Gas Work is governed:
 - 1.2.2.1 prior to it submitting its first application for renewal of its Registration, by a contract comprising the Application and these Rules and;
 - 1.2.2.2 after it has submitted its first application for renewal of its Registration, by a contract comprising the Application, the application for renewal of its Registration and these Rules.
- 1.2.3 The relationship between CSL and an Applicant relating to Building Regulations Work is governed by a contract comprising the Application and these Rules.
- 1.2.4 The relationship between CSL and a Registered Contractor relating to Building Regulations Work is governed:
 - 1.2.4.1 prior to it submitting its first application for renewal of its Registration, by a contract comprising the Application and these Rules and;
 - 1.2.4.2 after it has submitted its first application for renewal of its Registration, by a contract comprising the Application, the application for renewal of its Registration and these Rules.
- 1.2.5 CORGI may perform certain of the functions of CSL under these Rules as agent of CSL. When in these Rules there is a reference to CORGI in respect of Building Regulations Work it shall be to CORGI acting on behalf of and as agent for CSL.

1.3 Information:

- 1.3.1 All Gas Information shall become or remain the property of CORGI.
- 1.3.2 CORGI may disclose all or part of the Gas Information for the purposes of or related to gas safety and to CSL.
- 1.3.3 All Building Regulations Information shall become or remain the property of CSL.
- 1.3.4 CSL may disclose all or part of the Building Regulations Information for the purposes of or related to compliance with the Building Regulations and to CORGI.

1.4 Certificates etc:

- 1.4.1 A Registered Installer shall be entitled to a Certificate of Registration and Identity Cards for (where he is an individual) himself and in all cases the Operatives he employs and shall be responsible for their safe-keeping and correct use.
- 1.4.2 All Certificates of Registration, Identity Cards and other items issued by CORGI to Installers or Operatives shall remain the property of CORGI and shall be made available for inspection by CORGI and returned on demand.
- 1.4.3 A Registered Installer shall be able, and shall procure that the Operatives it employs are able, to prove to third parties on request that they are a Registered Installer or Operative, as the case may be, and are entitled to carry out the relevant Work by producing their Identity Card or Certificate of Gas Safety Competence and, where applicable, Certificate of Building Regulations Competence.
- 1.4.4 Registered Installers shall ensure that their Operatives are aware that they are subject to these Rules and make a copy of these Rules available to them on request.

1.5 Time Limits: All time limits provided in these Rules shall be strictly observed and may only be varied in writing by CORGI or CSL as applicable.

1.6 Notices: Subject to Rules 1.6.3, 7.3.6 and 7.4.6 notices shall be in writing and signed by (or by some person duly authorised by) the person giving it and may be served by leaving it at, or sending it by fax transmission, email or first class prepaid post in the case of CORGI or CSL to its registered office or its published fax number or email address or in the case of an Installer or Operative to the address, fax number or email address given on its Application form, the Installer Register, the Contractor Register or any communication received from them by CORGI or CSL as the case may be.

- 1.6.1 A Notice shall be deemed to have reached the party to whom it is addressed as follows:
 - 1.6.1.1 by mail within the United Kingdom – 2 Business Days after posting;
 - 1.6.1.2 by mail outside the United Kingdom – 7 Business Days after posting;
 - 1.6.1.3 by hand – on the actual day and time of receipt;
 - 1.6.1.4 by fax – one hour after the time of transmission;
 - 1.6.1.5 by email - one hour after the time it is sent. save that in the case of hand delivery, fax transmission or email delivery which otherwise would be deemed to be delivered after 5 p.m. on a Business Day or on a day which is not a Business Day, shall be deemed to be delivered at 10 a.m. on the next Business Day thereafter.

1.6.2 In proving service of a Notice, it shall be sufficient to prove that delivery was made or that the envelope containing the Notice was properly addressed and posted as a prepaid first class letter, or that the facsimile message or email was properly addressed and despatched to the correct number or address as the case may be.

1.6.3 Email shall only be used for the delivery of Notices if it is used in accordance with such protocol as CORGI may publish from time to time.

1.7 Notification: Any amendment to these Rules or notification of any matter relating to them which is of general relevance to all Installers may be notified to Applicants and Operatives to whom Rule 9 applies in writing and to Registered Installers by inclusion in CORGI's renewal pack or by notice in The Gas Installer magazine or by letter.

1.8 Trademarks:

1.8.1 Only Registered Installers may use CORGI's Registered Installer trade mark and the description "Registered Gas Installer".

1.8.2 Use of CORGI's trade marks shall be subject to such rules as CORGI, may publish from time to time.

1.8.3 Subject to Rule 1.8.4 the word "CORGI" shall not be used as or as part of the name of any Installer or any product or service.

1.8.4 Only Registered Installers may use the word "CORGI" as part of their domain name or email address and such use is subject to CORGI's prior written consent and such terms as CORGI may in its absolute discretion stipulate.

1.9 Effective Date: These Rules shall become effective for Registered Installers on 1st April 2005. For new Applications received before, 1st March 2005 these Rules will apply to successful Applicants from the date of Registration. All First Stage Review and Appeal Panel Hearing procedures commenced prior to 1st April 2005 shall be governed by the previous rules. These Rules shall supersede all previous rules except that the rules relating to trade marks, which CORGI has previously published, shall continue to apply until specifically amended.

2. The Registers

2.1 Form: CORGI shall maintain the Registers in such form and by such means as it shall from time to time decide.

2.2 Categories: Registration shall be in such Categories as CORGI shall from time to time specify.

2.3 Ownership:

2.3.1 CORGI shall own the copyright and property in the Registers other than the Contractor's Register and may publish and use them in any way and for any purpose related to gas safety.

2.3.2 CSL shall own the copyright and property in the Contractor Register and may publish and use it in any way and for any purpose related to Building Regulations matters.

3. Registration Standards

3.1 Standards for Registered Installers:

3.1.1 The Applicant or Registered Installer must have the knowledge and practical expertise to carry out, manage, direct, supervise or inspect Gas Work in the Categories in which it is, or is applying to be, Registered, including (without limitation) knowledge of such of the following as are appropriate to the Categories for which it is, or is applying to be Registered; codes of practice, specifications, guidance and other requirements published by the Health and Safety Commission, the Health and Safety Executive, the Health and Safety Executive (Northern Ireland), the Health and Safety at Work Inspectorate (HSW) in the Isle of Man, the British Standards Institution, Institution of Gas Engineers and Managers and the Liquefied Petroleum Gas Association, the Gas Act 1986, the Health and Safety at Work etc Act 1974, the Health and Safety at Work (Amendment)(Northern Ireland) Order 1998 (amendment 1998), Gas Safety (Application) Order 1996 (SD326/96), Gas Safety (Installation and Use) Regulations 1998, Gas Safety (Installation and Use) Regulations Northern Ireland 2004, Gas Safety (Installation and Use) Regulations 1994 as amended and applied by the Gas Safety Order 1996 as applied to Isle of Man, relevant legislation in Jersey and Guernsey and the other Acts of Parliament, laws, Statutory Instruments or Regulations made thereunder of all relevant jurisdictions and Directives of the European Union and;

3.1.2 The Applicant or Registered Installer (where it is a self-employed person) and all its Employees and Operatives who carry out Gas Work shall at all times:

3.1.2.1 be competent to carry out manage, direct, supervise or inspect Gas Work in the Categories in which it is, or is applying to be, Registered, and

3.1.2.2 be appropriately qualified Operatives, and

- 3.1.2.3 competently carry out, manage, direct, supervise or inspect Gas Work in the Categories in which it is registered, and
- 3.1.2.4 on request, inform CORGI of the identity of the person they have appointed to be responsible on a day to day basis for the management of safe Gas Work.

3.2 Standards for Registered Contractors:

- 3.2.1 Where the Applicant applies to be a Registered Installer and also a Registered Contractor they must have the knowledge and practical expertise to carry out, manage, direct, supervise or inspect Building Regulations Work in the Categories in which it is, or is applying to be, Registered, including (without limitation) knowledge of such of the following as are appropriate to the Categories for which it is, or is applying to be, Registered; Building and Buildings England and Wales; The Building Regulations 2000, The Building (Amendment) Regulations 2002, BS 7671:2001 Requirements for Electrical Installations (IEE Wiring Regulations) codes of practice, specifications, guidance and other requirements published by the Health and Safety Commission, the Health and Safety Executive the Health and Safety Agency for Installers Registered in Northern Ireland, The Department of Local Government and the Environment (a department of the Isle of Man government), the British Standards Institution; and
- 3.2.2 The Applicant or Registered Contractor (where it is a self-employed person) and all its Employees and Operatives who carry out Building Regulations Work shall at all times:
 - 3.2.2.1 be competent to carry out manage, direct, supervise or inspect Building Regulations Work in the Categories in which it is, or is applying to be, Registered, and
 - 3.2.2.2 in respect of Gas Work and Heating Work, be appropriately qualified Operatives, and
 - 3.2.2.3 in respect of Electrical Work, ensure that all Electrical Work is carried out by them or on their behalf is supervised by a Qualified Supervisor, and
 - 3.2.2.4 competently carry out, manage, direct, supervise or inspect Building Regulations Work in the Categories in which it is registered, and
 - 3.2.2.5 be covered by public liability insurance in respect of Electrical Work for such amount and on such terms as CSL shall from time to time specify, and
 - 3.2.2.6 offer its customers an insurance backed warranty covering the Electrical Work it carries out on such terms as CSL shall from time to time specify.

3.3 Compliance:

- 3.3.1 CORGI will decide whether Installers and Operatives meet the Registration Standards in Rule 3.1. in force from time to time.
- 3.3.2 CSL will decide whether Installers and Operatives meet the registration standards in Rule 3.2 in force from time to time.

4. Applications

- 4.1 Applicants:** Applications shall be considered by CORGI from potential Installers. Before submitting an Application, the Applicant shall obtain from CORGI a copy of CORGI's current Application pack.

4.2 Applications:

- 4.2.1 Applications shall be submitted to CORGI on its current Application form. Where an Applicant wishes to conduct its Gas Installation Business and/or Contracting Business from more than one location, an Application may be made in respect of all such locations or separate Applications may be made in respect of each.
- 4.2.2 Applications may not be processed until payment of the fees has been received by CORGI in cleared funds. In the event that a Certificate of Registration is issued without the fees being received as cleared funds, the Registration will not be deemed as valid.

4.3 Fees:

- 4.3.1 Applications shall be accompanied by such Application fees and Registration fees as CORGI shall from time to time specify.
- 4.3.2 Application fees will not be refunded if the Application is refused or withdrawn and shall only entitle the Applicant to one pre-Registration assessment. CORGI may permit the Applicant one or more additional pre-Registration assessment(s) on payment of such further fees and subject to the supply of such further information as CORGI shall specify.
- 4.3.3 Where an Applicant has stated that it has the required qualifications but does not produce evidence thereof satisfactory to CORGI within 20 Business Days of the pre-Registration assessment being carried out, the Application may be refused and the Applicant shall not be entitled to a refund of the Application fee nor to apply for a First Stage Review under Rule 10 nor to appeal under Rule 11.

4.4 Applicant's Warranties: By submitting an Application, an Applicant warrants to CORGI and if applicable, to CSL that:

- 4.4.1 all Information it provides to CORGI is true, complete and not misleading; and
- 4.4.2 that it has used its best endeavours to ensure that all Information provided to CORGI by third parties at the request of the Applicant is true, complete and not misleading; and
- 4.4.3 it has disclosed on the Application form or in accompanying Information all information relevant to the Application including, without limitation:
 - 4.4.3.1 all Gas Prosecutions of the Applicant or any of its Employees within the five years ending on the date of the Application and all such which are then threatened or pending; and
 - 4.4.3.2 where the Application includes an Application to be a Registered Contractor, all BR Prosecutions of the Applicant or any of its Employees within the five years ending on the date of the Application and all such which are then threatened or pending; and
 - 4.4.3.3 all Installers:
 - under its Control or the Control of any of its Employees, or
 - which are or were, within the five years ending on the date of the Application, under such Control, and
 - which are or were at the time of such Control, Registered Installers, and
 - with which it is associated or co-operates (formally or informally) or shares Operatives or contractors; and
 - 4.4.3.4 all persons (including companies) through whom the Applicant or the person or persons in Control of the Applicant sub-contracts, introduces or is otherwise involved in the placing of Work; and
 - 4.4.3.5 the date the Applicant was (if a company or LLP) incorporated or (if it is not a company or LLP) the business was started and if different, the date they assumed Control of it, and all persons who have previously had Control of it;
- 4.4.4 it and such of its Employees as are employed in the Gas Installation Business and Contractor Business are competent in respect of the Categories in which they have applied to be Registered.
- 4.4.5 it will notify CORGI forthwith of any changes in the Information given on the Application form or otherwise under this Rule occurring prior to Registration.

4.5 Suspension: Where it appears to CORGI or, if applicable, CSL that an Applicant may be in breach of the warranties given under Rule 4.4, it may suspend a Registered Installer by Notice or defer the Application (in either case in respect of all or some Categories) while it investigates the matter. Where a suspension is in respect of a Category which includes Gas Work it shall also apply to Building Regulation Work.

4.6 Multiple Applications: Where an Applicant makes or has made more than one Application or is employed by, Controls or is Controlled by a Registered Installer, CORGI may refuse the Application or restrict it to certain Categories.

4.7 Compliance:

- 4.7.1 Where an Application relates to a Category that includes carrying out Work, the Applicant shall comply with Rule 7.
- 4.7.2 Where an Application relates to a Category that does not include carrying out Work the Applicant shall:
 - 4.7.2.1 comply with Rules 7.1 and 7.2;
 - 4.7.2.2 in respect of any Work carried out under its management, direction or supervision by its sub-contractor or agent or inspected by it, procure that an inspection under Rule 7.5 may be carried out; and provide to CORGI such documents and other information as CORGI shall require.

4.8 Deferral of Applications: Applications that are submitted while the Applicant or any Installer that it Controls or is employed by is suspended from the Installer Register or Contractor Register, is the subject of any pending or threatened Prosecution or a pending First Stage Review or Appeal Panel Hearing may be deferred by CORGI.

4.9 Probationary Registration: CORGI may, in its discretion, register an Applicant for a probationary period for all or some Categories which it may terminate or extend at any time by not less than 5 Business Days Notice to the Applicant. At the end of the probationary period the Applicant shall cease to be a Registered Installer and be removed from the Contractor Register unless CORGI registers it or extends the probationary period. Probationary Registration may be stated on the Applicant's Certificate of Registration and Identity Card.

4.10 Conditional Registration: CORGI may, in its discretion, register an Applicant subject to stated conditions being fulfilled in respect of all or some Categories. If the Applicant does not fulfil the conditions within the time provided at the time of Registration, or if no time is so provided, within the period subsequently stipulated by CORGI in a Notice to the Applicant, the Applicant may cease to be a Registered Installer and be removed from the Contractor Register. Conditional Registration may be stated on the Applicant's Certificate of Registration and Identity Card.

4.11 Qualifications: Qualifications may only be proved by the production of original Certificates of Gas Safety Competence.

- 4.12 Repeat Applications:** Applications made by Applicants who have been refused Registration, removed from the Register or prosecuted on the grounds of incompetence may be subject to such special conditions as CORGI may decide.
- 4.13 Decision:** CORGI or, if applicable, CSL will decide whether an Applicant meets the Registration Standards and whether it shall be Registered and in making those decisions CORGI or CSL may take into account all matters of which it is aware including (without limitation) those relating to periods prior to the date of the Application and Records. CORGI shall give written Notice to the Applicant of its decision stating:
- 4.13.1 the reasons for the decision including details of any Records taken into account;
 - 4.13.2 the effect of the decision; and
 - 4.13.3 the procedure for applying for a First Stage Review of the decision under Rule 10.
- 4.14 First Stage Review:** An Applicant may by Notice received by CORGI within 15 Business Days of service of CORGI's Notice of its decision under Rule 4.13 require that CORGI's decision on its Application shall be reviewed in accordance with Rule 10.
- 4.15 Appeal Panel:** Where CORGI's decision on an Application is confirmed by a First Stage Review the Applicant may, by Notice received by CORGI within 15 Business Days of receipt of notification of the First Stage Review Panel's decision, appeal in accordance with Rule 11.
- 4.16 Advertisement:** CORGI may publish or advertise Applications that have been refused.

5. Renewals

5.1 Applications:

- 5.1.1 Applications for renewal of Registration may only be submitted by Registered Installers and shall be submitted in such a manner as CORGI shall from time to time specify.
- 5.1.2 A Registered Installer applying for renewal shall be deemed to repeat the warranties set out in Rule 4.4 except to the extent that it has notified CORGI in writing of any changes as at the date of the Application.
- 5.1.3 Where a Registered Installer does not produce evidence of having the required qualifications satisfactory to CORGI within 20 Business Days of CORGI's request, its Application for renewal may be refused and the Registered Installer shall not be entitled to a refund of the Registration fee nor to apply for a First Stage Review under Rule 10 nor to appeal under Rule 11.

- 5.2 Fees:** Renewal of Registration shall be subject to the payment to CORGI in cleared funds of such Registration fees as CORGI may from time to time specify by the date on which renewal is to take effect, or in cases where Rule 5.3.4 applies, the date specified under that Rule. Where payment of the correct fee is received by CORGI, CORGI may allow the renewal to be effective from the renewal date, notwithstanding that payment in cleared funds is not received, until such later date as CORGI may from time to time decide. In the event that a Certificate of Registration is issued without the fees being received as cleared funds, the Registration will not be deemed as valid.

- 5.3 Renewal:** Renewals shall be effective from 1 April in each year or such other date as CORGI may from time to time specify. Failure to renew its Registration shall mean that:

- 5.3.1 the Installer will cease to be a Registered Installer and be removed from the Contractor Register at midnight on the day before the renewal would have taken effect;
- 5.3.2 the Installer shall have no right of First Stage Review or Appeal Panel Hearing in respect of it ceasing to be a Registered Installer;
- 5.3.3 unless the Registered Installer notifies CORGI in writing prior to the renewal date that it wishes to continue with an outstanding First Stage Review or Appeal Panel Hearing all pending First Stage Reviews or Appeal Panel Hearings and the right to apply for them shall be terminated on the day before the renewal was to take effect; and
- 5.3.4 an Installer who is suspended on the day before the renewal is to take effect and who submits an Application for renewal shall become liable to pay the Registration fee 10 Business Days after the date the suspension is lifted provided that it has not been removed or resigned from the Register and Rules 5.2 and 5.3 shall apply accordingly.

- 5.4 Refusal or Variation:** CORGI may, in its discretion, refuse to renew a Registration, renew it subject to conditions under Rule 4.10 or renew a Registration for the same or other Categories as those for which the Registered Installer was previously Registered.

- 5.5 Conditional Renewal:** CORGI may, in its discretion, renew a Registration subject to stated conditions being fulfilled. If the Registered Installer does not fulfil the conditions within the time provided at the time of renewal or, if no time is so provided, within the period subsequently stipulated by CORGI in a Notice to the Registered Installer, the Registered Installer shall cease to be a Registered Installer and be removed from the Contractor Register. Conditional Renewal may be stated on the Registered Installers Certificate of Registration and Identity Card.

- 5.6 Records:** In considering whether or not to refuse or vary a Registration under Rule 5.4 or to renew a Registration subject to conditions under Rule 5.5, CORGI may take into account any relevant Records.

- 5.7 Notice:** CORGI shall give Notice to the Registered Installer of its decision not to renew its Registration, renew it subject to conditions under Rule 4.10 or to renew it for different Categories under Rule 5.4 stating:

- 5.7.1 the reasons for the decision including details of any Records taken into account;
- 5.7.2 the effect of the decision; and
- 5.7.3 the procedure for applying for a First Stage Review of the decision under Rule 10.

5.8 First Stage Review: An Installer may, by Notice received by CORGI within 15 Business Days of service of CORGI's Notice of its decision under Rule 5.4, require that CORGI's decision on its renewal Application shall be reviewed in accordance with Rule 10.

5.9 Appeal Panel: Where CORGI's decision on a renewal Application is confirmed by a First Stage Review, the Applicant may, by Notice to be received by CORGI within 15 Business Days of the Applicant receiving notification of the First Stage Review Panel's decision, appeal in accordance with Rule 11.

6. Changes in Particulars

6.1 Notice: A Registered Installer must give Notice to CORGI of any changes of Control, trading or registered name or address, Operatives, information to be included on Identity Cards, any Prosecutions in accordance with Rule 4.4.3.1, any prohibition notice in accordance with Rule 8.4.2, claims of negligence related to gas safety or Building Regulation Work or any other changes affecting its Registration or those of any of its operating centres and branches. Such Notice shall state the date on which the change notified took effect and be sent to CORGI within three (3) Business days of that date.

6.2 Change of Control: Registrations are not transferable without the consent of CORGI. If the business of the Installer which is carried on by one Entity is transferred to another Entity the Registration does not automatically transfer with the business. If CORGI is satisfied that the Entity to which the business of the Installer is transferred is under the same Control as that from which it has been transferred it may consent to the transfer of the Registration subject to such conditions or probationary period as it may in its absolute discretion apply and to payment of CORGI's reasonable costs relating to the transfer.

7. Compliance and Inspection

7.1 Standards: Registered Installers shall at all times comply with the Registration Standards as set out in Rule 3.

7.2 Categories: Registered Installers shall only undertake activities within the Categories for which they are Registered. Registered Installers found to be undertaking activities for which they are not Registered may be suspended from the applicable Register(s) under Rule 8.4.1 or removed from the applicable Register(s) under Rule 8.2.1.

7.3 Gas Work Notification:

- 7.3.1 Within ten Business Days of Installing a Gas Installation in a Residence, a Registered Installer shall give a Gas Work Notification to CORGI and pay the GWN Charge.
- 7.3.2 By giving a Gas Work Notification to CORGI a Registered Installer:
 - 7.3.2.1 warrants to its Customer that the Gas Installation has been Installed in accordance with the Appropriate Regulations, and
 - 7.3.2.2 authorises CORGI to confirm to its Customer that the Registered Installer warrants that the Gas Installation has been Installed in accordance with the Appropriate Regulations, and
 - 7.3.2.3 confirms to CORGI that it is entitled to transfer the Customer's personal data to CORGI and that CORGI may use this to send the Declaration of Safety to the Customer, for all matters related to gas safety including (without limitation) inspection of Gas Work and, where appropriate, to notify the manufacturer of the Gas Installation where it has been Installed.
- 7.3.4 The GWN Charge shall be payable immediately upon request by CORGI.
- 7.3.5 Within 10 Business Days of receipt of a Gas Work Notification CORGI shall send a Declaration of Safety to the Customer.
- 7.3.6 All Declarations of Safety and copies thereof shall remain the property of CORGI and shall be returned on demand.
- 7.3.7 Rule 1.6 shall not apply to Gas Work Notifications.

7.4 BR Certificates

- 7.4.1 Within ten Business Days of completing Building Regulations Work, a Registered Contractor shall give a BR Certificate to CORGI and pay the BRC Charge.
- 7.4.2 By giving a BR Certificate to CORGI a Registered Contractor:
 - 7.4.2.1 warrants to the Occupier that the Building Regulations Work has been carried out in accordance with the Building Regulations, and
 - 7.4.2.2 authorises CORGI to confirm to the Occupier that the Registered Contractor warrants to the Occupier that the Building Regulations Work has been carried out in accordance with the Building Regulations, and

- 7.4.2.3 warrants that any Electrical Work it has completed is covered by public liability insurance for such amount and on such terms as CSL shall from time to time specify, and
- 7.4.2.4 warrants that when Electrical Work has been carried out it has offered its Customer an insurance backed warranty covering the Electrical Work it has completed on such terms as CSL shall from time to time specify, and
- 7.4.2.5 warrants that any Electrical Work it has carried out, was carried out under the supervision of a Qualified Supervisor, and
- 7.4.2.6 confirms to CORGI that it is entitled to transfer the Occupier's and Customer's personal data to CORGI and that CORGI may use this data to send a copy of the BR Certificate to the Occupier, the Customer and the Local Authority and for all matters related to the Building Regulations including (without limitation) inspection of Building Regulations Work.
- 7.4.3 The BRC Charge shall be payable by one of the ways CORGI shall from time to time specify.
- 7.4.4 Within 10 Business Days of receipt of the BR Certificate, CORGI, acting as the agent of the Registered Contractor, shall send a certificate to the appropriate Local Authority and to the Occupier in accordance with regulation 16(A)3 of the Building Regulations 2000 and to the Customer.

All BR Certificates and copies thereof shall become and remain the property of CSL and shall be returned on demand.
- 7.4.5 Rule 1.6 shall not apply to BR Certificates.
- 7.4.6 From such time as CORGI shall specify in a notification under Rule 1.7, Registered Contractors shall appoint a Principal Duty Holder to perform and shall procure that they perform such functions in respect of Electrical Work as CORGI shall specify in that or subsequent notifications.

7.5 Inspection:

- 7.5.1 Applicants and Registered Installers shall permit any duly authorised official of CORGI or, if applicable, CSL to inspect and shall be present if either they are requested to do so by CORGI or they wish to do so and ensure that the Operative(s) who carried out the Work and, in the case of Electrical Work, the Qualified Supervisor are present throughout the inspection of the following at any reasonable time:
 - 7.5.1.1 any Work specified by CORGI, completed by the Applicant or Registered Installer or in progress, including any such Work carried out by an Operative and Work carried out prior to the Application or Registration. For the avoidance of doubt, an inspection of Work carried out prior to Application or Registration shall not prevent or affect any Prosecution;
 - 7.5.1.2 any "Work completed" documentation;
 - 7.5.1.3 any other documentation reasonably required by CORGI. If the Applicant or Registered Installer reasonably considers that any such documentation is confidential then CORGI may accept a statement, signed by an independent person with an appropriate professional qualification, setting out the information that CORGI requires; and
 - 7.5.1.4 where the Applicant or Registered Installer manages, directs or supervises the Work of Operatives, all systems (both by way of documentation and practice) it has to ensure that the Work is carried out in accordance with the Registration Standards.

7.6 Complaints: Where an inspection is carried out as a result of a complaint received by CORGI about the Applicant, the Registered Installer or one of its Operatives, CORGI shall inform the Applicant, Registered Installer, Operative or Qualified Supervisor (as the case may be) of the nature of the complaint when arranging the inspection.

7.7 Report: At the conclusion of the Inspection CORGI's inspector shall inform the Applicant or the Registered Installer (as the case may be) of any report or recommendations that he proposes to make and consider any representations made by the Applicant or Registered Installer relating to them.

7.8 Failure to arrange or attend Inspection:

- 7.8.1 Where an Installer or Operative does not attend the inspection appointment when requested to do so by CORGI and the CORGI inspector intends to make a report or recommendation based on that inspection he shall take reasonable steps to communicate his proposed report or recommendation to the Installer and, in cases where as a result of the inspection action under Rule 9 may be taken, the Operative, within 3 Business Days of the inspection and to give it not less than 5 Business Days in which to make representations in respect thereof.
- 7.8.2 Where an Installer or Operative who has been requested to attend an inspection, without good reason fails to attend the inspection appointment arranged by CORGI or cancels an arranged inspection without good reason or with less than 10 Business Days Notice, a Registered Installer or Operative may be suspended or removed from the Register by Notice under Rule 8.6 or Rule 9 as the case may be.
- 7.8.3 CORGI shall, in its absolute discretion, decide whether or not an Installer's or Operative's failure to attend or cancel the inspection appointment is for good reason.

7.9 Fees:

- 7.9.1 Where a Registered Installer does not produce evidence of having the required qualifications satisfactory to CORGI within 20 Business Days of an inspection, the Installer will be removed from the Register and will not be entitled to a refund of the Registration fee nor to apply for a First Stage Review under Rule 10 nor to appeal under Rule 11.
- 7.9.2 The fees payable to CORGI in respect of a Registration relating to Electrical Work shall be such fees as CORGI may from time to time specify including (without limitation) fees for applications, renewals, inspections, and complaints handling.

7.10 Identity Cards:

- 7.10.1 Registered Installers shall ensure that their Operatives carry their Identity Card at all times when carrying out Work and produce it on request.

8. Resignation, Removal, Conditions and Suspension of Registered Installers

- 8.1 Resignation:** A Registered Installer may resign from the Register by giving Notice to CORGI which shall be effective in accordance with Rule 8.5.1. All outstanding fees and sums due to CORGI will be immediately payable. A Registered Installer, which resigns from the Installer Register, shall be deemed to have also resigned from the Contractor Register.

8.2 Removal:

- 8.2.1 Subject to Rule 8.2.2, CORGI may, in its discretion, remove a Registered Installer from all or any of the Registers by a Notice under Rule 8.6 which shall be effective under Rule 8.5.2.
- 8.2.2 If CORGI is considering removing a Registered Installer from a Register under this Rule it shall give the Registered Installer Notice that it proposes to remove it, the reasons thereof and that it may make representations to CORGI in respect of the proposed removal within 10 Business Days of the date the Notice is deemed to have been received by the Registered Installer.
- 8.2.3 Where a Registered Installer does not produce evidence of having the required qualifications satisfactory to CORGI within 20 Business Days of CORGI's request, CORGI may remove the Registered Installer from the appropriate Register and the Registered Installer will not be entitled to a refund of the Registration fee nor to apply for a First Stage Review under Rule 10 nor appeal under Rule 11.
- 8.2.4 A Registered Installer, which is removed from the Installer Register, shall be deemed to have also been removed from the Contractor Register.

8.3 Conditions:

- 8.3.1 Subject to Rule 8.3.2 CORGI may, in its discretion, by a Notice under Rule 8.6 which shall be effective under Rule 8.5.3 require that a Registered Installer's continuation on the Register in all or some Categories shall be subject to stated conditions being fulfilled.
- 8.3.2 If CORGI is considering imposing conditions under this Rule it shall give the Registered Installer Notice of the conditions it is considering imposing, the reasons thereof and that it may make representations to CORGI in respect of the proposed conditions within 10 Business Days of the date the Notice is deemed to have been received by the Registered Installer.
- 8.3.3 Such conditions may be stated on the Registered Installer's Certificate of Registration and Identity Card.
- 8.3.4 If the Registered Installer does not fulfil the conditions within the time provided in the Notice, the Registered Installer shall be removed from the Register to which the conditions relate. A Registered Installer, which is removed from the Installer Register, shall be deemed to have also been removed from the Contractor Register.

8.4 Suspension:

- 8.4.1 CORGI may, in its discretion, by a Notice to the Registered Installer under Rule 8.6 which shall be effective under Rule 8.5.4, suspend its Registration (in whole or in respect of stated Categories) and may do so without giving the Registered Installer any prior warning or the opportunity to comment in cases where it reasonably believes it is necessary to do so in the interests of the safety of the public.
- 8.4.2 If a prohibition notice is served on the Installer under section 22 of the Health and Safety at Work etc. Act 1974, the Installer shall automatically be suspended from the Register and from carrying out Work to the extent specified in the notice.
- 8.4.3 CORGI may also suspend an Installer under Rules 7.2 and 7.7.2.
- 8.4.4 Where a Registered Installer is suspended from a category relating to Gas Work it shall be also suspended from categories that relate to Building Regulation Work.

8.5 Effectiveness: A resignation, removal, imposition of conditions or suspension of a Registered Installer shall take effect:

8.5.1 in the case of a resignation, on whichever is the later of the date:

- specified in the Notice;
- it is received by CORGI;
- which is 15 Business Days after service of a Notice of removal under Rule 8.2
- which is 15 Business Days after the decision of a First Stage Review takes effect under Rule 10.5.4;
- when the Appeal Panel's decision takes effect under Rule 11.12.11.

8.5.2 in the case of removal, whichever is the later of:

8.5.2.1 15 Business Days after Notice of removal has been given to the Registered Installer or the date specified in such Notice, whichever is the later;

8.5.2.2 if the Registered Installer applies for a First Stage Review of its removal under Rule 8.8, 15 Business Days after the decision of a First Stage Review to remove the Registered Installer takes effect under Rule 10.5.4.

8.5.2.3 if the Registered Installer appeals against the decision of the First Stage Review Panel under Rule 8.9, when the Appeal Panel's decision that the Registered Installer should be removed from the Register takes effect under Rule 11.12.11.

8.5.3 in the case of the imposition of conditions, on the date specified by CORGI.

8.5.4 in the case of a suspension under Rules 8.4.1 or 8.4.3, on the date specified by CORGI.

8.6 Notice: CORGI shall give Notice to a Registered Installer of its decision to remove it from the Register under Rule 8.2, impose conditions under Rule 8.3 or suspend its Registration under Rule 8.4. The Notice shall state:

8.6.1 the reasons for the decision including details of any Records taken into account;

8.6.2 the date the removal, condition or suspension is to become effective;

8.6.3 if removal or suspension is only to become effective if certain conditions are not fulfilled, the conditions and the date by which they are to be fulfilled;

8.6.4 the effects of the decision; and

8.6.5 where appropriate, the procedure for applying for a First Stage Review under Rule 10.

8.7 Advertisement: CORGI may publish or advertise probationary or conditional Registrations, the Categories for which an Installer is Registered and the resignation, removal, or suspension of a Registered Installer from the Register.

8.8 First Stage Review: A Registered Installer that receives Notice of suspension under Rule 8.4 or removal under Rule 8.2 or is subject to conditions under Rule 8.3 may write to CORGI within 15 Business Days of service of CORGI's Notice to request that CORGI's decision to remove, suspend, or make it subject to conditions shall be reviewed in accordance with Rule 10.

8.9 Appeal Panel: Where the suspension or removal of a Registered Installer or the conditions to which it is subject is confirmed by a First Stage Review, the Registered Installer may, by Notice received by CORGI within 15 Business Days of service of the First Stage Review Panel's decision, appeal in accordance with Rule 11.

8.10 Conduct: A Registered Installer that resigns from or whose name is removed from the Register shall not exhibit or cause to be exhibited the Certificate of Registration, nor make any use of its Identity Card, CORGI's name, trade marks, style or any CORGI display material in any form or material whatsoever. The Certificate of Registration, Identity Card(s) and all other documents or materials owned by CORGI shall immediately be returned to CORGI.

8.11 Refunds: A Registered Installer who resigns, is suspended or is removed from the Register shall not be entitled to a refund or credit in respect of any fees paid or payable to CORGI.

9. Removal, Conditions and Suspension of Operatives

9.1 Removal:

9.1.1 Subject to Rule 9.1.2 CORGI, may in its discretion, remove an Operative from the Register by a Notice under Rule 9.5 which will be effective under Rule 9.4.1.

9.1.2 If CORGI is considering removing an Operative from the Register under this Rule it shall give the Operative Notice that it proposes to remove it, the reasons thereof and that he may make representations to CORGI in respect of the proposed removal within 10 Business Days of the date the Notice is deemed to have been received by the Operative.

9.1.3 Where an Operative does not produce evidence of meeting the standards for qualifications, experience or training required by CORGI within 20 Business Days of CORGI's request or where the Operative fails an attempt to renew his Certificate of Gas Safety Competence or his Certificate of Building Regulations Competence, if applicable, even if he has a current Certificate of Gas Safety Competence, or his Certificate of Building Regulations Competence, CORGI may remove the Operative from the appropriate Register and the Operative will not be entitled to apply for a First Stage Review under Rule 10 nor appeal under Rule 11.

9.1.4 An Operative who is removed from the Register shall also be removed from the Contractor Register.

9.2 Conditions:

9.2.1 Subject to Rule 9.2.2 CORGI may, in its discretion, by a Notice under Rule 9.5 which shall be effective under Rule 9.4.2 require that an Operative's continuation on the Register be subject to stated conditions being fulfilled.

9.2.2 If CORGI is considering imposing conditions under this Rule it shall give the Operative Notice of the conditions it is considering imposing, the reasons thereof and that he may make representations to CORGI in respect of the proposed conditions within 10 Business Days of the date the Notice is deemed to have been received by the Operative.

9.2.3 Such conditions may be stated on the Operative's Identity Card.

9.2.4 If the Operative does not fulfil the conditions within the time provided in the Notice, the Operative will be removed from the Register.

9.2.5 An Operative who is removed from the Register shall also be removed from the Contractor Register.

9.3 Suspension:

9.3.1 CORGI may, in its discretion, by a Notice to the Operative under Rule 9.5 which shall be effective under Rule 9.4.3, suspend its status as an Operative (in whole or in respect of stated Categories) and may do so without giving the Operative any prior warning or the opportunity to comment in cases where it reasonably believes it is necessary to do so in the interest of the safety of the public.

9.3.2 If a prohibition notice is served on the Operative under section 22 of the Health and Safety at Work etc. Act 1974, the Operative shall automatically be suspended from the Register and from carrying out Work to the extent specified in the notice.

9.3.3 CORGI may also suspend an Operative under Rule 7.8.2.

9.3.4 An Operative who is suspended under rule 9.3.1 or rule 9.3.2 in respect of Gas Work shall also be suspended from the Contractor Register.

9.4 Effectiveness: A removal, imposition of conditions or suspension of an Operative shall take effect:

9.4.1 in the case of removal, whichever is the later of:

9.4.1.1 15 Business Days after Notice of removal has been given to the Operative or the date specified in such Notice, whichever is the later;

9.4.1.2 if the Operative applies for a First Stage Review of its removal under Rule 9.7, 15 Business Days after the decision of the First Stage Review to remove the Operative takes effect under Rule 10.5.4.

9.4.1.3 if the Operative appeals against the decision of the First Stage Review Panel under Rule 9.8, when the Appeal Panel's decision that the Operative should be removed from the Register takes effect under Rule 11.12.11.

9.4.2 in the case of the imposition of conditions, on the date specified by CORGI.

9.4.3 in the case of a suspension under Rule 9.3.1 or 9.3.3, on the date specified by CORGI.

9.5 Notice: CORGI shall give Notice to an Operative of its decision to remove him from the Register under Rule 9.1, impose conditions under Rule 9.2 or suspend his Registration under Rule 9.3 and provide the Operative with a copy of the Rules. The Notice shall state:

9.5.1 the reasons for the decision including details of any Records taken into account;

9.5.2 the date the removal, conditions or suspension is to become effective;

9.5.3 if removal or suspension is only to become effective if certain conditions are not fulfilled, the conditions and the date by which they are to be fulfilled;

9.5.4 the effects of the decision; and

9.5.5 where appropriate, the procedure for applying for a First Stage Review under Rule 10.

9.6 Advertisement: CORGI may publish or advertise probationary or conditional Registrations, the Categories for which an Operative is registered on the database of Operatives and the resignation, removal, or suspension of an Operative from the Register, including (without limitation) notification to the Installer employing the Operative.

9.7 First Stage Review: An Operative who receives Notice of suspension under Rule 9.3 or removal under Rule 9.1 or is subject to conditions under Rule 9.2 may write to CORGI within 15 Business Days of service of CORGI's Notice to request that CORGI's decision to remove, suspend or make him subject to conditions shall be reviewed in accordance with Rule 10.

9.8 Appeal Panel: Where the suspension or removal of a Operative or the conditions to which it is subject is confirmed by a First Stage Review, the Operative may, by Notice received by CORGI within 15 Business Days of service of the First Stage Review Panel's decision, appeal in accordance with Rule 11.

9.9 Conduct: An Operative who resigns from or whose name is removed from the Register shall not make any use of his Identity Card. The Identity Card and all other documents or materials owned by CORGI shall immediately be returned to CORGI.

10. First Stage Review

10.1 Request: A request for a First Stage Review under Rules 4.14, 5.8, 8.8 or 9.7 shall set out fully the reasons for the request and be accompanied by copies of all documents relied on in support of the reasons. If the Installer or Operative requesting a First Stage Review objects to the Records being considered by the First Stage Review Panel, this shall be stated in the request for the First Stage Review together with its reason for such objection. Such objection shall be referred to a director of CORGI who has not had any previous involvement in the matter who shall decide whether the Records shall be considered by the First Stage Review Panel.

10.2 Information: An Installer or Operative that requests a First Stage Review shall supply to CORGI such information concerning the request (whether by way of reply to a questionnaire or otherwise) as CORGI shall require. Such information shall be supplied within 10 Business Days of CORGI's request and if it is not so supplied within this time, the First Stage Review may, but need not, be deferred.

10.3 First Stage Review Panel:

10.3.1 Where a First Stage Review relates only to Gas Work, the First Stage Review Panel shall consist of not less than three senior employees of CORGI who have had no previous direct involvement with the decision that is the subject of the First Stage Review, appointed by an executive director of CORGI to conduct the First Stage Review.

10.3.2 Where a First Stage Review relates to Combined Work or Building Regulations Work, the First Stage Review Panel shall consist of not less than three senior employees who have had no previous direct involvement with the decision which is the subject of the First Stage Review, appointed by an executive director of CSL to conduct the First Stage Review.

10.4 Conduct: First Stage Reviews shall be carried out by the First Stage Review Panel. The First Stage Review Panel shall review the Records, the request by the Installer or Operative for the review and supporting documentation and further information supplied in response to any CORGI request with a view to reaching their decision. None of the Installer, the Operative nor the CORGI Inspector(s) shall be entitled to attend the First Stage Review. The First Stage Review Panel may request the Installer or the Operative or CORGI to provide further information within such time as they shall decide.

10.5 Decision:

10.5.1 When a First Stage Review relates to the suspension of a Registered Installer or Operative, the First Stage Review Panel shall reach their decision in the case of a suspension as soon as is reasonably practicable and in all other cases within 20 Business Days of the date the request was received by CORGI unless it is deferred because the Registered Installer or Operative has failed to provide information requested by CORGI under Rule 10.2 or the First Stage Review Panel under Rule 10.4.

10.5.2 The First Stage Review Panel's decision shall not be limited to the confirmation or overruling of CORGI's decision, but they may substitute any other decision that CORGI or CSL, as the case may be, could have made.

10.5.3 The Installer or Operatives (as the case may be) who requested the review will be notified of the First Stage Review Panel's decision in accordance with Rule 1.6 together with a summary of the reasons, an explanation of the effect of the decision and the right of appeal under Rule 11.

10.5.4 The decision will take effect when the Installer or Operative (as the case may be), receives Notice of it from CORGI.

11. Appeal Panel Hearing

11.1 Notice of Appeals: If an Installer or Operative exercises its right of appeal under Rules 4.15, 5.9, 8.9 or 9.8 it shall, subject to CORGI waiving or reducing it, pay to CORGI an administration fee of £100 or such other sum as CORGI shall state in The Gas Installer magazine. An Appeal Panel Hearing will be convened after the administration fee has been paid to CORGI in cleared funds.

11.2 Appeal Board:

11.2.1 CORGI shall constitute an Appeal Board of not less than eight nor more than 15 appropriately qualified and experienced persons who are independent of CORGI.

11.2.2 The Appeal Board shall be selected by a process of open advertisement and independent selection.

11.2.3 No member of the Appeal Board shall be an employee or officer of CORGI nor a member of the Council.

11.3 Information: An Appellant shall supply to CORGI such information concerning the appeal (whether by way of reply to a questionnaire or otherwise) as CORGI shall require. Such information shall be supplied within 10 Business Days of CORGI's request and if it is not so supplied the Appeal Panel Hearing may, but need not, be deferred.

11.4 Appeal Panel: The Appeal Panel will consist of three persons selected by a non-executive director of CORGI from the Appeal Board who have not had any previous involvement in the case, one of whom shall be appointed the Chairman.

11.5 Technical Assessor: With the consent of the Appellant and CORGI, CORGI's Technical Services Manager or his nominee may sit with the Appeal Panel to advise them on technical matters relating to gas safety or Building Regulations Work, as the case may be, but shall not take part in their deliberations or decision.

11.6. Arrangements for Hearings:

11.6.1 CORGI will decide the location, date and time of the Appeal Panel Hearing which shall be open to the public and the Appellant shall be given not less than 20 Business Days Notice of the date. In the case of an appeal against a suspension the hearing shall take place as soon as reasonably practical.

11.6.2 CORGI's Appeals Administrator shall prepare all the papers required for the appeal in conjunction with the parties and their representatives.

11.7 The Clerk to the Appeal Panel:

11.7.1 The Clerk to the Appeal Panel shall be such person with appropriate experience as a non-executive director of CORGI shall appoint.

11.7.2 The Clerk to the Appeal Panel shall if requested by the Appeal Panel advise them in the presence of the Appellant and/or his representatives as to the provisions of the Rules and the admissibility of evidence.

11.7.3 The Clerk to the Appeal Panel shall not take part in the deliberations of the Appeal Panel nor in its decision and shall not meet with the Appeal Panel except when the Appellant or his representative has the opportunity to be present.

11.8 Conduct of Hearing:

11.8.1 The Chairman shall decide how the Appeal Panel Hearing will be conducted. Normally this will be on an informal basis and the strict rules of evidence will not be applied.

11.8.2 The Chairman may give such directions before or during the Appeal Panel Hearing as he or she considers necessary to deal with the matter fairly and properly and may hold a preliminary meeting with CORGI and the Appellant to discuss the conduct of the Appeal Panel Hearing.

11.8.3 Both parties may call such witnesses as they wish provided that they have given details of the witnesses to the other party not less than 5 Business Days before the date of the hearing. Both parties have the right to cross examine witnesses put forward by the other party.

11.9 Evidence:

11.9.1 CORGI shall provide the Appellant with a list of all Evidence it intends to produce at the hearing not less than 15 Business Days before the hearing date.

11.9.2 The Appellant shall provide CORGI with a list of all Evidence it intends to produce at the hearing not less than 10 Business Days before the hearing date.

11.9.3 CORGI and the Appellant shall each within 3 Business Days of a request from the other supply copies of Evidence which, in the case of exhibits, means a photograph of the exhibit.

11.9.4 If either party believes that the other has any Evidence relevant to its case in its possession or control, it may notify the other party not less than 5 Business Days before the hearing date to produce such Evidence at the Appeal Panel Hearing and (subject to a contrary determination by the Chairman on the application of the party with the Evidence at which the other party shall be given the opportunity to be heard) the party with the Evidence shall produce it at the Appeal Panel Hearing.

11.9.5 If the Appellant objects to the Records being produced in evidence it may notify CORGI of its objection and its reasons for objecting not less than 10 Business Days before the hearing. If, notwithstanding the objection, CORGI still wishes to produce the Records in evidence the matter shall be referred to a member of the Appeal Board other than the one who will be a member of the Appeal Panel, who after considering written representations from CORGI and the Appellant, submitted by such date as he shall decide, shall decide whether the Records may be produced in evidence.

11.10 Representation:

11.10.1 CORGI will appoint a person to present the case to the Appeal Panel who may be a CORGI employee, a legal representative or such other person as CORGI nominates.

11.10.2 If the Appellant intends to be represented at the Appeal Panel Hearing, whether legally or otherwise, it shall give CORGI Notice of its intention to be represented at the Appeal Panel Hearing and the qualification (if any) of the representative when exercising its right of appeal and the identity of the representative at least 5 Business Days before the hearing date.

- 11.10.3 If the Appellant does not propose to attend or to be represented at the Appeal Panel Hearing, it shall notify CORGI of this at least 5 Business Days before the hearing date.

11.11 Non-attendance: If the Appellant does not attend and is not represented, the Appeal Panel may decide the matter in its absence or adjourn the matter on such terms as it thinks fit.

11.12 Decision:

- 11.12.1 Appeal Panel decisions may be taken on a majority basis.
- 11.12.2 The Chairman shall not have a second or casting vote.
- 11.12.3 The decision will be taken on the balance of probabilities.
- 11.12.4 The Appeal Panel's decision shall not be limited to the confirmation or overruling of CORGI's decision. It may substitute any other decision that CORGI could have made and may prohibit the Appellant or any Installer Controlled by the Appellant from applying for Registration before a stated date or until stated conditions have been complied with.
- 11.12.5 Notice of the Appeal Panel's decision will be sent to the Appellant together with a summary of the reasons for that decision and an outline explanation of the effect of the decision.
- 11.12.6 If the Appeal Panel reserves its decision at the end of the hearing or if the Appellant does not attend or is not represented at the hearing, such decision will be notified to the Clerk within 10 Business Days of the hearing, and the Clerk will send the Appellant Notice of the decision.
- 11.12.7 Where the Appellant is an Operative, the decision of the Appeal Panel shall also be notified to the Installer by whom he is employed.
- 11.12.8 All decisions of the Appeal Panel shall be published in The Gas Installer magazine.
- 11.12.9 The Appeal Panel has the power to set aside its decision, or reopen the hearing:
- 11.12.9.1 if its decision is given in the absence of the Appellant and sufficient written reason for the absence is given by the Appellant within 5 Business Days of the hearing.
- 11.12.9.2 if new facts come to light that were not available at the hearing and evidence of which could not have been obtained by either party by the use of reasonable diligence.
- 11.12.9.3 in such other exceptional circumstances as the Appeal Panel shall in its discretion decide.
- 11.12.10 Unless set aside or re-opened in accordance with Rule 11.12.9 the Appeal Panel's decision is binding on the Appellant and CORGI and there is no further right of appeal. If the Appeal Panel's decision is set aside as referred to above, a new Appeal Panel Hearing will be constituted, which may consist of all, some or none of the members of the previous Appeal Panel;
- 11.12.11 The Appeal Panel's decision will take effect when the Appellant receives Notice of it from CORGI.

12. Definitions and Interpretation

12.1 In these Rules the following words shall have the meanings given alongside them.

"Appeal Board"	means the body of persons constituted under Rule 11.2.1
"Appeal Panel"	means the persons appointed to conduct an Appeal Panel Hearing under Rule 11.3.
"Appeal Panel Hearing"	means a Hearing by an Appeal Panel in accordance with Rule 11.
"Appellant"	means a person appealing under Rule 11.
"Applicant"	means an Installer that applies for Registration.
"Application"	means an application by an Installer for Registration.

"Appropriate Regulations" means:

- In respect of a Residence located in Great Britain, the Gas Safety (Installation and Use) Regulations 1998;
- In respect of a Residence located in Northern Ireland, the Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004;

- In respect of a Residence located in the Isle of Man, the Gas Safety (Installation and Use) Regulations 1994 as amended and applied by the Gas Safety Order 1996 as applied to the Isle of Man;
- In respect of a Residence located in Jersey or Guernsey, any relevant legislation.

“BR Certificate”	means a certificate to be given under regulation 16(A)(3) of the Building Regulations 2000.
“BRC Charge”	means such fee as CSL shall from time to time specify to be payable by a Registered Installer to CORGI when it delivers a BR Certificate to CORGI.
“Building Regulations”	means The Building Regulations 2000 and The Building (Amendment) Regulations 2002, The Building (Amendment) Regulations 2004 and The Building (Amendment)(No. 2) Regulations 2004 as amended from time to time.
“Information”	means all information and materials submitted to CSL by an Installer or any third party relating to an Installer or its Employees.
“BR Prosecution”	means prosecution for any offence related to the Buildings Regulations [in any part of the world.]
“Building Regulations Work”	means Heating Work and Electrical Work excluding Gas Work.
“Business Day”	means a day which is not a Saturday, Sunday or a public holiday in England.
“Categories”	means those Categories of Registration specified by CORGI from time to time and Category shall be construed accordingly.
“Certificate of Building Regulations Competence”	means a certificate of Building Regulations competence acceptable to CSL, which includes (without limitation) the Accredited Certification Scheme.
“Certificate of Gas Safety Competence”	means a certificate of gas safety competence acceptable to CORGI which includes (without limitation) the Accredited Certification Scheme (ACS) and Gas Service S/NVQ that has been aligned to ACS.
“Certificate of Registration”	means a certificate issued by CORGI to Registered Installers as evidence of their Registration.
“Chairman”	means the Chairman of the Appeal Panel.
“Clerk”	means the person appointed under Rule 11.7.1.
“Combined Work”	means Gas Work and Building Regulations Work carried out by the same person for the same customer.
“Contractor”	means an Entity that carries on a Contractor Business or wishes to do so, whether itself or through its employees or agents.
“Contractor Business”	means the business of carrying out, managing, directing or inspecting Building Regulations Work.
“Contractor Register”	means the Register of Registered Contractors maintained by CORGI for CSL.
“Control”	in respect of a company has the same meaning as in section 840 Income and Corporation Taxes Act 1988, and in respect of any unincorporated Installer the person or persons who either alone or jointly with other persons have control over the carrying out of Work or the management of the Installer and “Controlled” shall be construed accordingly.
“CORGI”	means the Council for Registered Gas Installers.
“Council”	means the body of members of CORGI constituted in accordance with its Memorandum and Articles of Association.
“CSL”	means CORGI Services Limited.
“Customer”	means the person with whom the Registered Installer has a contract or other arrangement for the Registered Installer to Install a Gas Installation in a Residence [or carry out Building Regulations Work].
“Declaration of Safety”	means confirmation from CORGI to the Customer that the Registered Installer is on the Installer Register in Categories appropriate for the Gas Installation that is the subject of the Gas Work Notification and that the Registered Installer warrants to its Customer that the Gas Installation has been Installed in accordance with the Appropriate Regulations.
“Electrical Work”	means work covered by Part P of schedule 1 to the Building Regulations 2000.
“Employee”	means an employee of an Installer.
“Entity”	means a sole trader, a partnership, a company or a LLP.
“Evidence”	means documents, exhibits, photographs, witness statements, expert reports, Records and details of proposed witnesses.
“First Stage Review Panel”	means the persons appointed to conduct a First Stage Review under Rule 10.3.
“First Stage Review”	means the review of a decision by CORGI by the First Stage Review Panel in accordance with Rule 10.

"Gas Fitting"	has the same meaning as used in the Gas Safety (Installation and Use) Regulations 1998, Gas Safety (Application) Order 1996 and the Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004.
"Gas Information"	means all information or materials submitted to CORGI by an Installer or any third party relating to an Installer or its Employees.
"Gas Installation"	means Gas Fittings and gas appliances (as defined in the Gas Safety (Installation and Use) Regulations 1998) other than gas meters;
"Gas Installation Business"	means the business of carrying out, managing, directing or inspecting Gas Work.
"Gas Prosecution"	means prosecution for any offence related to gas safety in any part of the world.
"Gas Work"	is work in relation to a Gas Fitting and has the same meaning as "Work" in the Gas Safety (Installation and Use) Regulations 1998.
"Gas Work Notification"	means a notice from a Registered Installer to CORGI that the Registered Installer has completed Installing a Gas Installation in a Residence in such form or manner, as CORGI shall from time to time specify.
"GWN Charge"	means such fee as CORGI shall from time to time specify to be payable by a Registered Installer to CORGI when it gives a Gas Work Notification to CORGI.
"Heating Work"	means work covered by Part J of schedule 1 to the Building Regulations 2000.
"Identity Card"	means such means of identity that CORGI may from time to time issue for use by Installers and Operatives.
"Information"	means Gas Information and/or Building Regulations Information, as the case may be.
"Install"	means installing, changing the position of, reconnecting, altering or renewing a Gas Installation and associated Electrical Work but not the connection or disconnection of a bayonet fitting or other self-sealing connector, or service or repair work and "Installing" and "Installed" shall be construed accordingly.
"Installer"	means an Entity that carries on a Gas Installation Business whether or not in conjunction with any other business or wishes to do so, whether itself or through its Employees or agents.
"Installer Register"	means the register of Registered Installers maintained by CORGI.
"LLP"	means a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000.
"Local Authority"	has the meaning given in section 126 of the Building Act 1984
"Notice"	means any notice of a decision, First Stage Review, or Appeal Panel or other communication under these Rules.
"Occupier"	has the same meaning as for the Building Regulations
"Operative"	means a person who has achieved such qualifications as CORGI may from time to time specify for operatives including, without limitation, Qualified Supervisors.
"Principal Duty Holder"	means a person who holds such position or performs such functions as CORGI shall from time to time notify under Rule 1.7.
"Prosecution"	means Gas Prosecution or BR Prosecution as the case may be.
"Qualified Supervisor"	means an Operative who has achieved such qualifications as CORGI may from time to time specify for qualified supervisors.
"Records"	means CORGI's records relating to matters concerning an Installer or Operative which occurred less than four years before the date of the Notice under Rule 4.3, 5.7, 8.6 or 9.5 (as the case may be) which is the subject of an Appeal Panel Hearing, including (without limitation) complaints or representations received by CORGI or CSL which relate to the Installer or Operative.
"Registers"	means the Installer Register, the Contractor Register, the database of Operatives and such other registers as CORGI or CSL may establish from time to time and "Register" shall mean such of them as is appropriate in the context in which it is used.
"Registered Contractor"	means an Installer who is on the Contractor Register.
"Registered Installer"	means an Installer who is on the Installer Register.
"Registration"	means enrolment on the Installer Register and, if applicable, the Contractor Register "Registered" shall be construed accordingly.
"Registration Standards"	means the standards determined by CORGI and CSL as set out in Rules 3.1 and 3.2 as revised from time to time.

“Residence”	means premises or any part of premises occupied, whether exclusively or not, for residential purposes by a single person or by people living together as one family or by not more than six persons living together as a single household, including a household where care is provided for residents. For the avoidance of doubt Residence shall include, but not be limited to, a house, a flat, a bungalow, a maisonette, a house boat, a granny annex, a log cabin, a mobile home, a residential park home, a holiday cottage or flat, accommodation let for a short period to not more than six persons such as a Youth Hostel and staff accommodation.
“Rules”	means these rules as amended from time to time by CORGI.
“Work”	means Gas Work and/or Building Regulations Work as the case may be.

12.2 The following provisions shall apply to the interpretation of these Rules:

- 12.2.1 All references in these Rules to Acts of Parliament, Statutory Instruments, Regulations, Directives of the European Union, codes of practice, specifications and other requirements shall include references to all such which amend or replace them.
- 12.2.2 Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 12.2.3 The headings are inserted for ease of reference only and do not affect the construction of these Rules.

The Council for Registered Gas Installers

Registered Business address: 1 Elmwood, Chineham Park, Crockford Lane, Basingstoke, Hampshire, RG24 8WG
Tel 0870 401 2200, email: enquiries@corgi-group.com

