



Third Party Booking Agent – Resale Policy

1. Background

- 1.1. The Construction industry Training Board (“CITB”) is a statutory body and a non-departmental public body established under the Industrial Training Act 1982 (the ITA). It is also a registered charity in England and Wales (registered number 264289).
- 1.2. Its statutory powers and charitable objects (described in the ITA) include the certification of competence of those working in the construction industry.
- 1.3. As part of CITB’s charitable activities it provides the Health, Safety and Environment Test, Construction Plant Competency Scheme (CPCS) Renewal Test, and Triple Bar Nuclear New Build Site Test (TBNBS) to the construction industry. These are a way of testing the retained knowledge of individuals who are working in the construction industry. These Tests are used by the majority of the competency and certification card schemes in the industry as part of the criteria they use when issuing their cards. This means that schemes such as “CSCS/CPCS/CISRS” and others, state that if an individual has passed the Test, then this is suitable evidence to show they have met part of the criteria for obtaining a Scheme card. This in turn means that individuals who hold a card can submit this to their employer as evidence of their competency in their trade. This assists Employers to discharge their legal duty to ensure that their workforce is competent.
- 1.4. CITB considers that it is critical that there are as few barriers to access the Test, and to apply for a Scheme card as possible. This relates to the financial burden on individuals and Employers but also the ease and simplicity of the Test availability. Any unnecessary barrier or burden placed on the individual or Employer would make it more expensive for the Employer to prove that its workforce was competent. This would increase the risk that Employers would fail to do this, leading to a greater likelihood of accident and injury to the Construction workforce generally, but also to members of the public.
- 1.5. In addition, CITB is concerned that consumers of the Test are being charged excessive prices for the Test and are receiving poor customer service, or no service, often such consumers are under the misapprehension that they are dealing directly with CITB when in fact they have contacted a third party who is reselling the Test. This causes CITB significant reputational damage and given the significant number of customer complaints, incurs CITB an expense to deal with the issues raised and mitigate the damage to its reputation.

- 1.6. CITB is concerned that its beneficiaries in the Construction industry (including individuals and employers) are not misled and have clear and correct information as to what they are buying, who from and how much they are paying.

2. Third Party Resellers of the Test.

- 2.1. CITB currently supplies tests to the following types of customers:-
- Individuals
 - Employers (who buy the Test for their Employees)
 - Independent Internet Test Centres (who are accredited by CITB to be providers of the Test. These “ITC’s” provide the Test at their own premises under contractual quality requirements)
 - Resellers who buy the Test to resell that Test to a third party, either associated or “bundled” with another product or not “Third Party Resellers”.
- 2.2. CITB charges all customers the same price for a Health Safety & Environment and TBNBS tests, currently £19.50 and £25 for a CPCS Renewal Test.
- 2.3. CITB has increasingly being receiving complaints from ultimate consumers of the Test (i.e. individuals and Employers) in connection with Third Party Resellers and those complaints broadly fall into the following categories:-
- Confusion over the identity of Third Party Reseller-believing they are CITB or contacted supplier of the test;
 - Confusion over the products and services being provided;
 - Complaints over the excessive price charged by Third Party Resellers (in relation to either an uplifted Test fee or for a Test bundled with the delivery of a Scheme card);
 - Unexpected Test slots (third parties booking individuals into the wrong time and date slots);
 - Poor customer service provided by Third Party Resellers (particularly relating to dealing with customer complaints themselves);
 - Failure to provide the service paid for
 - Lack of information about ID requirements or additional support available to sit the Test.
 - Lack of personal information needed to be able to apply for a Scheme Card, the minimum being first name, last name, date of birth, full address including post code and National Insurance number.

- 2.4. CITB's terms of supply of the Test state that it can refuse to supply Third Party Resellers when CITB believe it is necessary, reasonable and appropriate for it to exercise that right. This policy lays out the reasons for that decision and confirms the criteria which it will utilise, together with the process it will follow.

3. The Criteria

- 3.1. CITB will not supply the Test to Third Party Resellers if their activities fall into one or more of the following categories:-
- i. Mis-representation of association with CITB [or CPCS, contracted supplier of the test]
 - ii. Unclear pricing;
 - iii. Incorrect terminology used in relation to the Tests;
 - iv. Any breach of CITB intellectual property rights;
 - v. Receipt of complaints by end consumers about the service provided by the Third Party Resellers;
 - vi. Providing incorrect or misleading information;
 - vii. Misrepresenting themselves as the individual (in any circumstance).
 - viii. Not providing sufficient personal information of the candidate as listed in 2.3 and in addition to 2.3 not limited to the following, personal contact details such as telephone number and email address
- 3.2. Schedule 1 of this document gives a list of some of the examples of activity by the Third Party Reseller which CITB consider is unacceptable. It is not an exhaustive list.

4. Process

- 4.1. 90 days from the publication of this policy, where CITB believes that a purchaser of the Test is a Third Party Reseller and that evidence available to CITB indicates that they are in breach of this criteria, CITB will contact the Third Party Reseller, bringing the Criteria and available evidence to its attention and specify what actions need to be taken by the Third Party Reseller (and in what time period). CITB will also make it clear if the specified actions are not completed then CITB will stop/not sell the Test to the Third Party Reseller on and from a specified date.
- 4.2. CITB also reserves the right for test results to be voided should the information provided by the Third Party Reseller not be enough to identify the candidate for the means of card production
- Full name (Forename and Surname)
 - Date of Birth
 - National Insurance number
 - Candidates home address, including post code.



- 4.3. Nothing in paragraph 4.1 or otherwise in this policy shall prevent or restrict CITB from requiring a Third Party Reseller from immediately ceasing to use CITB's intellectual property rights and CITB reserves the right to commence immediate legal action for any breach of its rights in this regard.

- 4.4. Should the Third Party Reseller wish to appeal against the decision made by CITB it must write to Product Manager, Testing Services, CITB, Bircham Newton, Kings Lynn, PE31 6RH within 30 days of the date on which CITB stops/refuses to sell the Test. Such appeal must provide details of why the Third Party Reseller believes that its activities did not fall within paragraph 3 and/or why it has changed its activities so that they do not now do so.

- 4.5. CITB will consider the Third Party Resellers appeal within 28 days of receipt. CITB will then write to the Third Party Reseller informing it of its decision and include details of how the Third Party Reseller can appeal the decision.

1 Mis-representation of association with CITB, CPCS, or Pearson VUE

Examples

- 1.1 Referring to themselves as CITB/CPCS/contracted supplier of the test.
- 1.2 Using the first person “our” in connection with CITB products or services
- 1.3 Referring to themselves as approved or official in connection with CITB products or services, should they not hold a current Centre Approval Contract with CITB.

2 Unclear pricing

Examples

- 2.1 Not stating the current price of the Test
- 2.2 Not stating the price of the card requested
- 2.3 Not stating the price for the additional services being provided

3 Incorrect terminology used in relation to the Tests

Examples

- 3.1 Describing the Test as “CSCS test” or similar

4 Any breach of CITB intellectual property rights

Examples

- 4.1 Use of any CITB logo or trademark
- 4.2 Unauthorised use of any CITB copyright material

5 Receipt of complaints by end consumers about the service provided by the Third Party Resellers

Examples

- 5.1 Unsatisfied customer complaints
- 5.2 Lack of complaints process
- 5.3 Failing to provide reasonable service
- 5.4 Failing to provide justified refunds

6 Providing incorrect or misleading information

Examples

- 6.1 False pass rates
- 6.2 Incorrect scheme requirements
- 6.3 Incorrect information about the testing process and structure

7 Misrepresenting themselves as the individual (in any circumstance)

Examples

- 7.1 Misleading CITB or its suppliers that they are dealing with the individual
- 7.2 Providing generalised individual information to CITB/its supplier about the candidate.