



Security Industry Authority

Approved Contractor Scheme
Terms & Conditions of Approval
June 2012

ACS Terms & Conditions of Approval

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1. Introduction

1.1 Purpose

The purpose of this document is to set out all Terms and Conditions relating to Approval under the SIA Approved Contractor Scheme (ACS).

It also sets out the relevant SIA responsibilities.

1.2 Scope

These Terms and Conditions apply to documents, material, services and activities relating to the Approved Contractor Scheme.

This document applies only to organisations holding or applying for Approved Contractor status. It does not apply to Authorised Assessment Bodies or other organisations.

1.3 Changes

These Terms and Conditions will be updated by the SIA as appropriate. Significant changes will be communicated as soon as practicable to all current Applicants and Approved Contractors via their nominated contact.

The current version of the ACS Terms and Conditions will be available on the SIA web site. Previous versions may be made available on request.

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2. ACS Terms & Conditions

2.1 Responsibilities during the application process (prior to approval)

- 2.1.1 The Applicant must provide, within the required time period where specified, all information reasonably requested by the SIA. If information is not provided with the required time period then the application may be withdrawn by the SIA.
- 2.1.2 The Applicant must not seek to mislead the SIA either by providing or by not providing information. Any intention to mislead may lead to withdrawal or refusal of Approved status without refund of fees paid.
- 2.1.3 Any material changes to information relevant to the application must be provided to the SIA as soon as possible and in any case within 30 days of the change.
- 2.1.4 The Application Fee covers the cost of processing the application and is non-refundable.
- 2.1.5 The Applicant must inform the SIA of their chosen Authorised Assessment Body (if applicable) when requested by the SIA.
- 2.1.6 Fees are payable in UK Pounds Sterling only. Payment may be made by cheque, BACS or credit card and must be accompanied by the appropriate payment slip.
- 2.1.7 The Applicant must ensure that a successful initial assessment (if applicable) by an Authorised Assessment Body or the SIA (see 2.2.6) takes place by the required date (as advised by the SIA according to the type of application being made). Any verification visit must be paid for by the Applicant.
- 2.1.8 The SIA reserves the right to refuse approval to any applicant who receives improvement needs at their initial assessment where it considers that to do so is in the interests of the integrity of the Scheme.

2.2 Maintaining Approved status

- 2.2.1 The Approved Contractor must ensure that ACS standards and eligibility criteria are met throughout the Approval Period.

- 2.2.2 The Approved Contractor must ensure that all Fees and Charges payable to the SIA are paid promptly as required and in any case within 30 days.
- 2.2.3 Any changes to key information (marked by  symbol on the Application Form) provided at the time of Application must be communicated to the SIA within 30 days.
- 2.2.4 On request by the SIA or the chosen Authorised Assessment Body, the Applicant or Approved Contractor must enable reasonable access to their operational sites and personnel for verification and assessment purposes.
- 2.2.5 If applicable, the Approved Contractor must arrange and pay for an annual independent assessment by an Authorised Assessment Body, and any additional visits as required by the SIA, to verify its continued adherence to the standards and eligibility criteria as directed by the SIA.
- 2.2.6 While the Approved Contractor will normally have the choice of ACS Authorised Assessment Body Authorised Assessment Body , the SIA reserves the right undertake the Assessment itself or to restrict choice of Authorised Assessment Body or assessor where it considers that to do so is in the interests of the integrity of the Scheme.
- 2.2.7 Approved status is granted for a maximum of three years. The Approved Contractor must apply for Annual Re-registration after each year of approval and must apply for Renewal of Approved status before expiry of the 3 year approval period.

2.3 Sanctions

- 2.3.1 Any breach of ACS Terms and Conditions may lead to withdrawal of ACS status. However, in practice the SIA will seek to work with an Approved Contractor to obtain conformance with Terms and Conditions and this may include imposition of sanctions.
- 2.3.2 Sanctions may be imposed by the SIA at any time following approval, in accordance with the published ACS Sanctions Framework published on the SIA website.
- 2.3.3 Any sanction imposed may be referred to on the Register of Approved Contractors.

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2.3.4 Sanctions may include (but are not limited to):

Restricting or withdrawing use of licence dispensation (LDN);

Requiring an action plan to address Improvement needs;

Imposing a condition of approval;

Requiring an additional assessment;

Suspending or withdrawing approval.

2.4 Suspension, withdrawal or lapse of Approved status

2.4.1 The SIA may suspend Approved Contractor status during any investigation into the activities of an Approved Contractor which might lead to the withdrawal of that status and where it considers that to do so is in the interests of the integrity of the Scheme.

2.4.2 The SIA may withdraw Approved Contractor status under the following conditions:

- (a) The Approved Contractor is found not to have supplied full and accurate information or to have supplied misleading information in the course of becoming Approved;
- (b) The Approved Contractor misuses its Approved status, for example, by improperly quoting the sector(s) for which approval has been granted;
- (c) The Approved Contractor is found at any time not to be meeting the ACS eligibility criteria or the requirements of the ACS Standard or SIA Approved Scheme (where applicable);
- (d) The Approved Contractor has failed to resolve an improvement need within the required time following notification by the SIA or by an Authorised Assessment Body acting on behalf of the SIA;
- (e) The Approved Contractor fails to pay relevant fees after receiving an instruction from the SIA;
- (f) The Approved Contractor or a senior representative is convicted of a relevant offence or is otherwise found no longer to meet the „fit and proper person“ criteria applied by the SIA;

- (g) The Approved Contractor does not use the Accreditation Mark according to SIA guidelines or fails to take corrective action after receiving notification to do so from the SIA;
- (h) The Approved Contractor fails to comply with any of the requirements in this Terms and Conditions document;
- (i) The Approved Contractor abuses or misuses SIA Licence Dispensation Notices;
- (j) The Approved Contractor acts in any other way that, in the opinion of the SIA, is against the interests of the integrity of the Scheme.

2.4.3 The SIA may terminate Approved status in the following circumstances:

- (a) The Approved Contractor applies for cancellation of Approved status;
- (b) The Approved Contractor ceases to trade or is placed into administration;
- (c) The Approved Contractor allows its Approved status to lapse by failing to pay annual fees or provide other information required to maintain Approval.

2.4.4 In the event that Approved status lapses or is withdrawn or terminated, the former Approved Contractor must ensure the following:

- (a) All ACS material is returned to the SIA promptly, including certificates, plaques, badges, and any other material provided by the SIA;
- (b) References to Approved status are removed from all literature, livery, uniforms, customer sites, vehicles, web sites and any other locations in which Approval is stated or the Accreditation Mark is used;
- (c) The organisation must no longer claim explicitly or implicitly that it has Approved status - to do so is a criminal offence;
- (d) Re-application for Approved status may be made only through the submission of a new Application, accompanied by the appropriate fee(s).

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- 2.4.5 In the event that Approved status is modified or restricted by the SIA, e.g. through changes to the Approved sectors or through withdrawal of LDN, the Approved Contractor must comply with the specific requirements advised by the SIA at the time of modification or restriction.
- 2.4.6 The Applicant may decline Approval if it is granted in different terms from that which was sought (for example if the SIA imposes additional conditions of Approval).
- 2.4.7 An Approved Contractor may cancel its Approved status if additional conditions are imposed by the SIA that have the effect of changing the terms of Approval originally sought.


2.5 Process of Appeal, Complaints and Disputes

- 2.5.1 An Approved Contractor must initiate any appeal or complaint regarding the SIA or the operation of the Approved Contractor Scheme in writing. These may include:
 - (a) Appeals: relating to the outcome of any assessment or any decision regarding Approval;
 - (b) Complaints: relating to the SIA or its staff, ACS Assessment Bodies or their staff, Approved Contractors or any other relevant matter.
- 2.5.2 Details of how to make a complaint and the appeals procedure will be maintained by the SIA on its web site or otherwise provided on request.

2.6 Non-conformance with ACS requirements

- 2.6.1 The Approved Contractor must co-operate in the SIA's investigations into actual or alleged incidents that relate to the ACS standard or eligibility criteria.
- 2.6.2 The Approved Contractor must arrange and pay for additional independent assessments or inspections if directed by the SIA.
- 2.6.3 The Approved Contractor must respond to any notice issued by or on behalf of the SIA within the time specified on the notice.
- 2.6.4 The Approved Contractor must provide any information required by the SIA to demonstrate continued adherence to ACS standard and eligibility criteria.

2.7 Notification of changes by the Approved Contractor

- 2.7.1 All changes to **key** information (marked by  symbol on the Application Form) must be communicated to the SIA within 30 days.
- 2.7.2 Changes that are initially notified by telephone must be confirmed in writing unless they have no bearing on Approved status or on the SIA's communications with the organisation.
- 2.7.3 The Approved Contractor must inform the SIA promptly in writing and within 30 days if it is involved in a take-over merger or acquisition or if it enters into a company voluntary arrangement or into administration, receivership or liquidation.
- 2.7.4 The Approved Contractor must inform the SIA promptly and within 30 days if any director, manager or senior responsible person is charged with, or convicted of, any criminal offence, disqualified from being a director or declared bankrupt.
- 2.7.5 When requested by the SIA or where a change affects details held on the SIA Register of Approved Contractors, the Approved Contractor must submit a Change of Circumstance Application with relevant documents. The Approved Contractor may request SIA advice on whether this is required, including issue of a new certificate.
- 2.7.6 The Approved Contractor must pay any new fees required by the SIA as a result of a change, whether in Application Fees or in Annual Registration Fees.
- 2.7.7 The Approved Contractor must notify their customers of any changes to their ACS approval.

2.8 Use of ACS Accreditation Mark

- 2.8.1 The ACS Accreditation Mark consists of the SIA logo and the words „Approved Contractor“ beneath. Approved Contractors should not use the SIA logo in isolation without the Approved Contractor text.
- 2.8.2 The SIA logo and the ACS Accreditation Mark are owned solely by the SIA. The Accreditation Mark is used to indicate that a business is Approved by the SIA under the Approved Contractor Scheme.

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- 2.8.3 The SIA grants organisations with Approved status a revocable, non-transferable, permission to use the ACS Accreditation Mark during the period of Approval and as set out below.
- 2.8.4 Approved Contractors may use the ACS Accreditation Mark as follows:
- (a) The ACS accreditation mark may be incorporated in full on any office stationery, marketing materials, tender documentation, vehicles and plant;
 - (b) The SIA shall be entitled to instruct an Approved Contractor to remove the accreditation mark if, at its absolute discretion, it considers that continued use is prejudicial to the good name and reputation of the ACS;
 - (c) The minimum size of the ACS Accreditation Mark is 15mm in height. However, when the accreditation mark is shown alongside other certification or accreditation marks it should be a minimum of 15mm and at least as tall as any other marks;
 - (d) The ACS Accreditation Mark has an „exclusion zone“. No text or other image should encroach the exclusion zone. The exclusion zone is equal to the height of the „a“ in „sia“ and extends around the accreditation mark;
 - (e) The ACS Accreditation Mark may be resized (with a minimum height as above) as long as the original aspect ratio is maintained;
 - (f) The ACS Accreditation Mark may be reproduced only in the colours specified by the SIA or in black.
- 2.8.5 Approved Contractors must ensure that when the ACS Accreditation Mark is used on their website it provides a link to the SIA Register of Approved Contractors on the SIA website.
- 2.8.6 Use of the accreditation mark by an Approved Contractor is limited to the scope and details relating to the approval as recorded on the SIA Register of Approved Contractors.

2.8.7 Approved Contractors must not use the ACS Accreditation Mark or make any statement that, in the opinion of the SIA, could damage or impair its value, is misleading, or could bring the SIA into disrepute. Such use or statement includes claiming expressly or implying that the SIA endorses the Contractor's web site and/or its contents, the security of transactions from that web site, or expressly or impliedly making any inaccurate claim as to the relationship between the SIA and the Contractor.

2.8.8 The accreditation mark must not be used to state or imply a broader scope of Approval than that granted by the SIA. To achieve this, the following statement must be included when making reference to Approval on websites and in promotional literature:

"(Company Name) currently holds SIA Approved Contractor Scheme (ACS) status for the provision of (sectors approved)"

The following additional Information regarding Approval may be included:

"The ACS Standard encompasses all aspects of a security provider's operation. It takes a holistic view of how well an organisation is managed and an approved organisation must demonstrate to an independent assessor, on an annual basis, that it has met defined standards."

2.9 Approval Certificate

2.9.1 The certificate may be reissued if lost, damaged or defaced upon paying to the SIA the appropriate replacement fee.

2.9.2 Additional copies of the certificate may be provided upon payment of the appropriate fee.

2.9.3 When the certificate is used in any publications, electronic media or other channels, the organisation shall not misrepresent the status and scope of its approval, or misuse the content of the certificate.

2.10 Licence Dispensation Notice (LDN)

2.10.1 In certain circumstances an SIA Approved Contractor may deploy staff whose licence application is being processed by the SIA but before the necessary licence has been issued. This is termed 'Licence Dispensation' and the associated authorisation is termed 'Licence Dispensation Notice' or 'LDN'.

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- 2.10.2 Licence dispensation may only be used when the SIA has given authorisation to the Approved Contractor in writing (an organisation LDN) and this authorisation is recorded on the SIA Register of Approved Contractors.
- 2.10.3 Licence dispensation may only be used in respect of activities for which the contractor holds SIA Approved Contractor status as recorded on the SIA Register of Approved Contractors.
- 2.10.4 An Approved Contractor that does not wish to make use of licence dispensation must make a written declaration to this effect to the SIA. Contractors that are Approved but elect not to use the LDN facility will be recorded on the Register of Approved Contractors as not authorised to deploy staff under LDN.
- 2.10.5 Approved Contractors authorised by the SIA to deploy staff under LDN must have at least one member of staff trained by the SIA to manage or administer use of LDN. This training must be undertaken within 3 months of Approval. The Approved Contractor is responsible for ensuring that this condition continues to be met if a trained member of staff leaves or is no longer involved with the management or administration of LDN.
- 2.10.6 Any member of staff deployed under LDN must meet all of the following conditions:
- (a) He or she has successfully completed all training and examinations required for the necessary SIA licence;
 - (b) He or she has applied for the necessary SIA licence and that licence application has been accepted for processing by the SIA;
 - (c) He or she has been issued with a personal LDN conforming to the guidance and template provided by the SIA;
 - (d) He or she can produce on request the personal LDN and proof of identity.
- 2.10.7 The Approved Contractor must maintain records of all staff given a personal LDN including the date issued and the date of expiry. These records must be retained for a period of 12 months following the date of expiry of the LDN and be made available to the SIA or Authorised Assessment Body on request.

- 2.10.8 A personal LDN has a maximum duration of 10 weeks. It is the responsibility of the employer to ensure that checks on the progress of any licence application are undertaken during this period.
- 2.10.9 An Approved Contractor may issue only one LDN without reference to the SIA. Where a member of staff has transferred from another Approved Contractor and was previously deployed under LDN, the old LDN is no longer valid. The new Approved Contractor must refer to the SIA before issuing its own LDN.
- 2.10.10 Any member of staff operating under licence dispensation must be withdrawn immediately from licensable activity if their application is refused, rejected or withdrawn.
- 2.10.11 No member of staff who has been refused a licence or had a licence revoked (except where revoked due to right to work issues) or suspended may be deployed under LDN. Where a licence was revoked due to right to work, an Approved Contractor may issue an LDN to an individual who has re-applied for a licence provided that a request has been made to the SIA and the SIA has confirmed that an LDN may be issued.
- 2.10.12 No member of staff working with children or with vulnerable adults (as defined within the regulations prescribed under section 15 of the Private Security Industry Act 2001) may be deployed under LDN.
- 2.10.13 The proportion of staff that can be deployed under LDN must not exceed the maximum percentage published by the SIA unless prior written authorisation from the SIA has been given.
- 2.10.14 Misuse of LDN, whether as an Approved Contractor or otherwise, may result in the refusal of future applications for Approved status, the withdrawal of the licence dispensation facility, and/or the withdrawal of Approved status as deemed appropriate by the SIA.
- 2.10.15 If an Approved Contractor is found to have misused LDN and subsequent investigations establish that the misuse was due in part or in whole to a lack of knowledge regarding the use of LDNs, the SIA may require the company to attend refresher training and either restrict or withdraw the use of LDNs until such training has been completed.

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At the SIA's discretion, those authorising LDNs (e.g. directors) as well as LDN administrators may be required to attend any retraining.

2.11 General Limitations

- 2.11.1 Except to the extent that such liability may not be excluded at law, the SIA assumes no liability to Approved Contractors or to any third party with respect to any business activities carried out.
- 2.11.2 ACS Approved status is granted for a period of three years in accordance with the Private Security Industry Act 2001. The expiry date of approval is recorded on the register of Approved Contractors. To ensure continuity of Approved status, renewal should be sought in good time prior to the expiry date.
- 2.11.3 Costs incurred in achieving Approved status or incurred subsequently in maintaining Approval are the responsibility of the organisation seeking or granted Approval. The SIA accepts no responsibility for any such costs incurred.
- 2.11.4 Following a decision by the SIA to refuse an ACS application or withdraw approved contractor status for reasons of non-compliance with the Private Security Industry Act 2001 or non-conformance with the ACS Standard or ACS Terms and Conditions, the SIA will not consider a fresh application for ACS approval until a period of compliance with all requirements has been demonstrated. The period of time before a fresh application is considered will be no more than 12 months.
- 2.11.5 Approved Contractors are issued with ACS material (certificate, plaques, pins etc) once approval is granted. If approval is subsequently withdrawn, or lapsed, then the ACS material should no longer be used and should be returned to the SIA.

3. Additional Responsibilities

3.1 The Approved Organisation

The Approved Contractor shall:

- (a) Co-operate with any reasonable request by the SIA including, but not limited to, the carrying out of assessments, dealing with complaints, evaluating the capability of Assessing Bodies, and any other matters aimed at improving or maintaining the integrity of the Scheme and standards across the industry generally;
- (b) Use any materials provided as part of Approval within the terms specified by the SIA, which may be updated from time-to-time;
- (c) Act promptly [or within any timeframe specified by the SIA] to implement the instructions of the SIA in relation to any conditions or sanctions imposed or in relation to restriction, suspension or withdrawal of Approval;
- (d) Pay properly requested fees and charges relating to Approvals, including those to Assessing Bodies, within 30 days;
- (e) Comply with any conditions that may be imposed by the SIA in relation to the conduct of an assessment.

3.2 The SIA

The SIA undertakes to:

- (a) Consider all applications solely against the published requirements;
- (b) Keep Approved Contractors informed and up-to-date on all aspects of the ACS;
- (c) Communicate changes to standards required for Approval in good time for applicant and approved organisations to prepare;

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- (d) Manage the register of Assessing Bodies to achieve reasonable choice and availability of assessor resources working to a consistent set of standards;
- (e) Investigate reports of non-conformance with standards or eligibility criteria and implement sanctions if appropriate;
- (f) Provide an Appeals service for those refused Approval;
- (g) Issue an Approval Pack to businesses approved under the Scheme, including a certificate and other material as may be deemed appropriate by the SIA;
- (h) Maintain a register of Approved Contractors available for public inspection via the SIA web site
<http://www.sia.homeoffice.gov.uk/pages/acs-intro.aspx>
- (i) Maintain a register of Authorised Assessment Bodies available for public inspection via the SIA web site
<http://www.sia.homeoffice.gov.uk/pages/acs-intro.aspx>

4. Glossary

The following definitions and meanings apply in this document

Term	Meaning
ACS	Approved Contractor Scheme
Authorised Assessment Body	An organisation authorised to conduct assessments, on behalf of the SIA, to verify that applicant organisations or Approved Contractors meet the requirements of the ACS Standard.
ACS Accreditation Mark	The combination of the SIA trademark with the words Approved Contractor.
Applicant, Applicant company, Applicant organisation	A business, whether a limited company, a partnership or a sole trader, who is applying for approval, or the renewal or maintenance of their approval, as an ACS Approved Contractor
Approved Contractor	A business that has applied under the ACS and has been Approved by the SIA
Authority, or SIA	Security Industry Authority
Eligibility Criteria	The criteria that must be met in addition to adherence to standards in order for Approval to be granted and maintained. These criteria may change from time to time but could include such matters as, “directors are fit and proper persons”, “ensuring licensable staff have valid SIA licences”, etc.
Scheme	Approved Contractor Scheme operated by the SIA under Section 15 of the Private Security Industry Act 2001.
SIA web site	The internet domain name www.sia.homeoffice.gov.uk
Standard (ACS)	The set of standards set out in the ACS Self Assessment Workbook and, at a higher level, in the ACS Standard document.

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If you have any enquiries please use your business portal account. Click on 'Contact the SIA'
and then select '*I want to make a business enquiry*'.

www.sia.homeoffice.gov.uk/acs

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