



BSS Quality Assurance Procedure BSSQA018

Boat Safety Scheme Conditions of Registration (Version March 2024)

1.0 Introduction, definitions, scope and binding nature of the BSS Examiner Conditions of Registration

1.1 In these BSS Examiner Conditions of Registration, the following terms shall have the following meanings:

"BSS" means Boat Safety Scheme Limited;

"BSSC" means a certification of compliance with the BSS Standards;

"BSS Examination Checking Procedures" means the set of procedures that are used to verify that each boat registered with the Navigation and/or Harbour Authorities meets the BSS Standards;

"BSS Examinations" means the examination of vessels for the purpose of determining compliance with the BSS Standards, and includes any and all contractual activities undertaken by BSS Examiners specifically concerning such Examinations, the BSS Standards and the issue of BSSCs;

"BSS Examiners" means any person authorised by BSS to undertake BSS Examinations and, where appropriate, issue BSSCs;

"BSS Standards" means the set of common technical safety and environmental standards for boats on inland waterways in the United Kingdom as set by the Navigation and/or Harbour Authorities;

"Conditions" means these BSS Examiner Conditions of Registration;

"Navigation and/or Harbour Authorities" means the inland navigation authorities and statutory harbour authorities in the United Kingdom that have adopted the BSS Standards;

"Privacy and Data Protection Requirements" means all applicable privacy and data protection laws relating to the processing of Personal Data and the privacy of electronic communications including the UK GDPR (as defined by section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and

"Regulatory Body" means any applicable governmental, administrative or regulatory body, including (but not limited to) the Navigation and/or Harbour Authorities, the police, the Health & Safety Executive, Trading Standards, local authorities, the Gas Safe Register, or any equivalent body.

1.2 These Conditions regulate the activities and responsibilities of BSS Examiners when conducting BSS Examinations, and their relationship with BSS and the Navigation and/or Harbour Authorities.

1.3 In consideration of BSS authorising the BSS Examiner to conduct BSS Examinations and issue BSSCs, BSS Examiners agree to be bound by and comply with these Conditions.

2.0 BSS Examiners Duties

2.1 BSS Examiners must carry out BSS Examinations in a competent manner using reasonable care and skill.

2.2 BSS Examiners must follow all the procedures, instructions and guidance as published by BSS on the BSS Examiner online facilities from time to time.

2.3 BSS Examiners must co-operate with BSS and comply with all reasonable instructions of BSS relating to the BSS Examinations.

3.0 Ensuring integrity

3.1 BSS Examiners must act fairly and honestly in their activities connected with BSS.

3.2 BSS Examiners must not do (or fail to do) anything which may harm, bring into disrepute, lessen or otherwise reflect adversely upon the integrity, reputation or goodwill of BSS or the Navigation and/or Harbour Authorities. In particular (but not limited to the following), BSS Examiners must:

- (a) not use the name or logo of BSS or the Navigation and/or Harbour Authorities other than as they are expressly permitted to do so;
- (b) inform BSS of any investigation, inquiry, prosecution, or enforcement proceedings of any Regulatory Body;
- (c) not do (or fail to do) anything that leads them to being assessed by any Regulatory Body as representing a danger to the public;
- (d) co-operate fully with any investigation or inquiry by a Regulatory Body;
- (e) not use an unauthorised person to carry out a BSS Examination on their behalf and must not sign off a BSS Examination not conducted by them as their own;
- (f) not make any statement that is knowingly defamatory, disparaging or derogatory to BSS and/or any of the Navigation and/or Harbour Authorities; or
- (g) not issue any legal proceedings against BSS or any Navigation and/or Harbour Authority without first complying with Condition 3.6 and taking reasonable steps to co-operate with BSS and/or the Navigation and/or Harbour Authorities to resolve the dispute (including participating in any dispute resolution process reasonably required by BSS and/or the Navigation and/or Harbour Authorities).

- 3.3 BSS Examiners must uphold and must not knowingly or negligently misrepresent the BSS Standards and the registration and/or licensing policies of the Navigation and/or Harbour Authorities. If a BSS Examiner is unsure about a BSS Standard or the registration and/or licensing policies of the Navigation and/or Harbour Authorities, they must refer the matter to BSS.
- 3.4 BSS Examiners in their activities connected with BSS must treat all persons with respect and must ensure that they exercise care and sensitivity in dealings with their customers.
- 3.5 BSS Examiners must not undertake, or permit anyone else to undertake, any part of a BSS Examination which the BSS Examiner, or the relevant person, is not competent and eligible to perform.
- 3.6 Any concerns a BSS Examiner may have regarding the activities of BSS, the BSS Standards, or any other BSS Examiner must be notified to the BSS [insert title]. Concerns regarding potential breaches of these Conditions by another BSS Examiner will be handled in accordance with Condition 12.

4.0 Ensuring objectivity and avoiding conflicts of interest

- 4.1 A conflict of interest will be presumed to exist where any circumstance arises which may impinge, or might reasonably be seen to impinge, on a BSS Examiner's judgement. A BSS Examiner must not issue a BSSC in respect of a vessel where a conflict of interest exists. These circumstances include, but are not limited to, those listed in Condition 4.2 and BSS Examiners must comply with Condition 4.3.
- 4.2 In particular, a conflict of interest exists in respect of any vessel in which the BSS Examiner:
- 4.2.1 owns, or owns in part; **or**
 - 4.2.2 is contracted to sell or buy; **or**
 - 4.2.3 has any management or control over the vessel.
- 4.3 BSS Examiners must declare and seek the guidance of the BSS [insert title] in any circumstance which has the potential for a conflict of interest. The BSS [insert title] will advise the BSS Examiner on the appropriate course of action which must be followed.
- 4.4 If a BSS Examiner offers or performs any services for a boat owner that are separate to a BSS Examination, this must be subject to a separate agreement to the written agreement for the BSS Examination as required by Condition 7.2.

5.0 Ensuring personal safety

- 5.1 BSS Examiners are:
- 5.1.1 Responsible for their own personal health and safety;
 - 5.1.2 Responsible for the health and safety of any persons working with them;

- 5.1.3 Responsible for the control of any health and safety risks arising from their work activities when conducting BSS Examinations or other BSS related activities; and
- 5.1.4 Responsible for ensuring neither they, nor anyone working with them, is in a state of intoxication when conducting BSS Examinations or other BSS related activities.

6.0 Maintaining Professional Indemnity and Public Liability insurance cover

- 6.1 BSS Examiners must maintain during the period of their registration and for a period of 6 years afterwards, at their own expense, valid professional indemnity and public liability insurances specifically covering their activities connected with BSS and these Conditions.
- 6.2 The level of cover of any individual professional indemnity and public liability insurance policy held by BSS Examiners must be at an amount not less than £5,000,000 to cover the liabilities that may arise under or in connection with BSS and these Conditions.
- 6.3 BSS Examiners must not undertake any BSS Examinations nor issue any BSSCs, nor conduct any other BSS related activities if, at the time of the BSS Examination or Certification issue, they are not covered by the prescribed minimum professional indemnity and public liability insurances.

7.0 Conducting BSS Examinations

- 7.1 When carrying out BSS Examinations, BSS Examiners must carry out the prescribed BSS checks as published in the current and relevant edition of the BSS Examination Checking Procedures and follow the instructions and guidance as published on the BSS Examiner online facilities.
- 7.2 BSS Examiners must have a written agreement with the boat owner or their representative before commencing a BSS Examination. As a minimum the written agreement must include the details stated within Appendix One to these Conditions.
- 7.3 BSS Examiners must issue published safety related guidance to vessel owners as specified in the BSS Examination Checking Procedures or as covered in instructions and guidance published on the BSS Examiner online facilities.

8.0 Recording and reporting BSS Examinations

- 8.1 BSS Examiners must complete the recording and reporting of BSS Examinations using the online facilities in accordance with the instructions of BSS.
- 8.2 BSS Examiners must keep records of BSS Examinations in accordance with the instructions and guidance as published on the BSS Examiner online facilities. Such records must be made available by the BSS Examiner to the BSS [insert title] upon request.

9.0 Assuring continued competence

- 9.1 BSS Examiners are required to participate in the BSS quality assurance-improvement initiatives, as required by BSS.

9.2 BSS Examiners are required to attend such continuation or refresher training and assessment courses as may be arranged from time to time by BSS to update/maintain skills and knowledge. Adequate notice will be given of such training and BSS will use reasonable endeavours to minimise the costs involved. These costs will be met by the BSS Examiner. When deemed appropriate by BSS, such training and assessment must be undertaken online.

9.3 BSS Examiners must undertake all training honestly without cheating (or attempting to cheat) at any time during training and / or assessment courses. Failure to comply with this Condition 9.3 will result in your exclusion with no refunds, and the BSS Examiner will be suspended as a BSS Examiner and / or immediately removed from any BSS Examiner training course without refund.

10.0 Looking after and returning BSS property and equipment

10.1 The BSS Examination Checking Procedures, Examiner Identification Cards, and any loaned equipment, remain at all times the property of BSS.

10.2 BSS Examiners are responsible for the safe custody of the items referred to under Condition 10.1 and any loss must immediately be reported to BSS. Any loss of Examiner Identification Cards must be reported to the appropriate police force.

10.3 BSS Examiners must return all BSS items as listed at Condition 10.1 within fourteen (14) days of ceasing to be a registered BSS Examiner.

10.4 BSS and its licensors shall retain ownership of all intellectual property rights in the items listed in Condition 10.1. BSS grants to the BSS Examiners a non-transferable, non-exclusive, royalty-free, licence to use the intellectual property rights in the items listed in Condition 10.1 for the sole purpose of conducting the BSS Examinations and issuing BSSCs.

11.0 Fees and charges payable to the BSS

11.1 BSS Examiners must pay the fees and charges for BSS Examiner registration and any other BSS fees and charges within twenty-eight (28) days of invitation or demand from BSS. Charges for BSSCs will be payable within 28 days of the end of the month for each BSSC issued in the preceding month. The applicable fees and charges will be as notified by BSS from time to time. Failure to pay any outstanding amounts owing when they become due may result in the suspension of the BSS Examiner's registration and BSS reserves the right to claim interest at 4% a year above the Bank of England's base rate from time to time, calculated from when the overdue sum became due until it is paid.

12.0 Co-operating with BSS investigations into alleged breaches

12.1 In the event of any allegation of a breach of these Conditions being made against a BSS Examiner, such allegations will be handled in accordance with BSSQA006 "Procedure for the Investigation of Alleged Breaches of the BSS Examiner Conditions of Registration" (available at: <https://www.boatsafetyscheme.org/professionals/you-and-the-bss/agreements-and-expectations/bss-qa006/>), and BSS shall be entitled to take such action as it considers appropriate in accordance with BSSQA006.

- 12.2 BSS Examiners must co-operate fully with any BSS investigation including the full and prompt provision of information and responses. Failure to comply may result in the suspension of the BSS Examiner's registration.
- 12.3 In the event of any unsubstantiated complaints from one BSS Examiner about another BSS Examiner, such complaint will be handled in accordance with BSSQA021 "Procedure for the handling of unsubstantiated complaints from one BSS Examiner about another BSS Examiner" (available at: <https://www.boatsafetyscheme.org/professionals/you-and-the-bss/agreements-and-expectations/bss-qa021/>).

13.0 Changes to these Conditions

- 13.1 These Conditions are subject to periodic review and confirmation by BSS. The need and timing of any review and confirmation will be determined by BSS.
- 13.2 BSS Examiners will be notified in advance prior to any changes to these Conditions becoming effective.

14.0 Data Protection

- 14.1 Both parties will comply with their respective obligations under the Privacy and Data Protection Requirements.

15.0 General

- 15.1 BSS Examiners must not subcontract any or all of their rights or obligations under these Conditions.
- 15.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except disclosure shall be permitted: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Conditions (provided that such persons comply with this Condition 15.2); (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and (iii) by BSS to the Navigation and/or Harbour Authorities. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations relating to these Conditions.
- 15.3 These Conditions (including Appendix One and any documents incorporated by reference) constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- 15.4 A failure or delay by BSS to exercise any right or remedy (whether in whole or in part) under these Conditions shall not constitute a waiver of that (or any other) right or remedy, nor shall it prevent or restrict any further exercise of that (or any other) right or remedy.
- 15.5 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it

valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition 15.5 shall not affect the validity and enforceability of the rest of these Conditions.

- 15.6 These Conditions do not give rise to any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, except the Navigation and/or Harbour Authorities shall be entitled to enforce any term of these Conditions as though they were party to these Conditions.
- 15.7 BSS Examiners acknowledge that they are independent practitioners and nothing in these Conditions establishes any partnership or joint venture between the parties, constitutes any party the agent of another party, or authorises any party to make or enter into any commitments for or on behalf of any other party.
- 15.8 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Conditions shall remain in full force and effect.
- 15.9 These Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.
- 15.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation.

Appendix One

BSS Examiner – Boat Owner Written Agreement Required Prior to Commencement of BSS Examination

Minimum content:

- BSS Examiner's trading name & contact details.
- Boat name & navigation authority registration number, and other identifying information
- Owner's name or representative and contact details
- Date & time of agreed BSS Examination
- Type of BSS Examination requested private, non-private, hire.
- Is the boat CE/UKCA marked
- Requirement that the owner must declare whether the boat is a private leisure or pleasure boat or workboat, or whether (for the purposes of the Gas Safety (Installation and Use) Regulations (GSIUR)) the boat is:
 - a) hired out in the course of a business;
 - b) where persons are invited on board in the course of a business (e.g. café, shop or hotel boat); or
 - c) used primarily for domestic or residential purposes.
- What is the cost & what is included, Examination, travel, re-Examination if required

Statement: "Please note that this agreement only covers the BSS Examination(s) of your boat and where appropriate provision of BSS Certification and no other work".

ENDS