

## RISQS Scheme Rules

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02	R Sharp	G Scott	D Snell	16-11-18	Revision for new contract provisions
03	G Scott			27-03-19	Logo change only
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## 1. Reference Documents

Reference	Name of Document
RISQS-SD-003	Supplier Terms & Conditions
RISQS-SD-004	RISQS Terms for the Provision of Audits to Supplier Members
RISQS-SD-005	Buyer Terms & Conditions
RISQS-GD-004	Guidance Document on how to calculate audit
NR/L2/SCO/302	Supplier Qualification Requirements

## 2. Acronyms

Acronym	Meaning
RICCL	Rail Industry Commodity Classification List (product and service codes)
OJEU	Official Journal of the European Union (OJEU).
CPV	Common Procurement Vocabulary (found in EU Regulations)
LLP	Limited Liability Partnership
DUNS	D-U-N-S Dun & Bradstreet unique company identification number
NRMI	Network Rail Managed Infrastructure

## 3. Scheme Rules

### 3.1. Membership Types

#### 3.1.1. Supplier

- 3.1.1.1. Supplier membership provides an organisation with the opportunity to answer the RISQS questionnaire, and once verified the Supplier's live profile is made visible to Buyers and they become searchable for the product codes they have selected. However, where product codes are auditable the Supplier will only appear in searches for these, once qualified via audit.
- 3.1.1.2. This level of membership also enables the organisation to be notified when Tenders for CPV codes that are relevant to their business are published on the Official Journal of the European Union (OJEU).

#### 3.1.2. Patron

- 3.1.2.1. Suppliers can add patron level to their membership, this provides the Supplier with limited information on Suppliers in the scheme, these can be searched by product code or by Supplier name.

#### 3.1.3. Buyers

- 3.1.3.1. Buyer membership can be requested by organisations who procure rail products and services in the course of their operation; the membership allows the Buyer to use the information only for the procurement of services for their own use and to support their assurance of contracting with a compliant / competent supplier.

### **3.1.4. Membership Upgrade (Supplier to Buyer)**

- 3.1.4.1. A supplier may in certain circumstances be allowed to upgrade to buyer status. Under these circumstances the buyer would then have access to all supplier reports within the scheme, which has the potential to create a conflict of interest that could cause a financial or commercial conflict. The Scheme Manager will carry out a review of any such requests and make a decision if the request is approved based on individual circumstances.

### **3.1.5. Membership Terms and Conditions**

- 3.1.5.1. For full Terms and Conditions refer to RISQS-SD-003 for Suppliers and RISQS-SD-005 for Buyers.

## **3.2. Organisation Rules**

- 3.2.1. Suppliers can change the name of the legal entity on their RISQS profile without obtaining a new registration, the organisation must provide a certificate on change of name or other official notification.
- 3.2.2. Membership and or audit qualification cannot be transferred to a different legal entity to that registered in the system when joining.
- 3.2.3. Each Supplier organisation that is a separate legal entity e.g. with a different company or LLP registration number – must have its own RISQS membership subscription and (where required) its own audit.
- 3.2.4. Where a Supplier organisation does not have a Companies House number then they must provide a DUNS number to define their organisation.
- 3.2.5. Where an organisation requires more than one registration for the same legal entity then each registered element must provide a DUNS number to define that part of the organisation.

## **3.3. Access**

- 3.3.1. Members shall ensure that they restrict access to suitably authorised and registered users, removing users once they leave the employment of their organisation keeping RISQS Portal “login” details secret, and limit distribution.
- 3.3.2. Members should notify RSSB of any actual or suspected breach of confidentiality.

## **3.4. Requirements**

- 3.4.1. Members shall comply with the Terms and Conditions relevant to their membership status.
- 3.4.2. Members are to ensure that the information they provide to the scheme is accurate, up to date, includes all information required by RSSB in the Questionnaire and does not contain anything that infringes the right of any third party or is otherwise unlawful.

- 3.4.3.** Information provided by the organisation must accurately reflect the products and services the Supplier member is able to provide and any realistic limitations on volume or delivery locations and reflects not only the Supplier member's documented business policies and procedures but also the actual practices that take place within its business.
- 3.4.4.** Members are responsible for obtaining any necessary consents in relation to any personal data it provides to the scheme and warrants that it will obtain the necessary consents prior to submitting such personal data.

### **3.5. Branding Marks**

- 3.5.1.** Scheme branding marks (stamps and logos) may be used to demonstrate membership to the scheme subject to the following restrictions.
- 3.5.2.** You may not:
- alter the marks in any way.
  - use any part of the marks, as part of another word.
  - redesign, redraw, animate, modify, distort, or alter the proportions of the marks.
  - surround the marks with—or place in the foreground over—a pattern or design.
  - rotate or render the marks three-dimensionally.
  - add words, images, or any other new elements to the marks.
  - replace the approved typeface with any other typeface.
  - enclose the marks in a shape or combine it with other design elements or effects.
  - modify the size or position relationship of any element within the marks.
- 3.5.3.** Suppliers may not use the marks to misrepresent their membership or qualification status of the scheme. Where a Supplier is found to be misrepresenting their qualification status the scheme reserves the right to terminate their membership of the scheme forthwith.

### **3.6. Scheme Certificates**

- 3.6.1.** Members may download their certificates from the portal for presentation to customers. Certificates may not be altered in any way and where a Supplier is found to have misrepresented their membership or qualification status the scheme reserves the right to terminate their membership of the scheme forthwith.

## **4. Audit Rules**

### **4.1. Scope**

- 4.1.1.** The RISQS audit is supplementary to both registration on the RISQS Scheme and completion of the RISQS online questionnaire.
- 4.1.2.** It is applicable to organisations whose works may import a higher level of risk to the rail infrastructure or who are intending to work on the infrastructure itself or who are required to meet specific requirements set out by the Infrastructure Managers.

- 4.1.3.** The audit process involves a review of the information provided on the RISQS Portal and a visit to the Supplier’s premises to validate implementation of the Supplier’s management systems.
- 4.1.4.** All Suppliers subject to audit will undergo the Core module. Requirement to undergo additional modules will be determined by the Suppliers activities or Infrastructure manager requirement.
- 4.1.5.** Where an organisation is working on the Network Rail Managed Infrastructure (NRMI), the audit must be carried out in line with requirements of NR/L2/SCO/302 Supplier Qualification Requirements.
- 4.1.6.** For full Terms and Conditions of audits, refer to RISQS-SD-004 RISQS Terms for the provision of audits to Supplier members, which is available on request or can be downloaded from <https://www.risqs.org/scheme-documents/>

**4.2. Audit Modules**

**4.2.1. Core**

SCOPE	Determined by the services offered by the Supplier organisation and is applicable to all auditable RICCL codes undertaken
DURATION	0.5 days

**4.2.2. CDM Module**

SCOPE	Determined by selection of auditable codes where the activity group is construct, install, maintain, commission, design, modify and/or decommission and if the Supplier organisations has duties under CDM 2015 Regulations. (these duties may be when the supplier is providing a service on a non-auditbale RICCL code)
DURATION	0.5 days

**4.2.3. Sentinel Module**

SCOPE	Supplier organisations which sponsor personnel for trackside competencies through the Sentinel scheme
DURATION	0.5 days

**4.2.4. On-Track Plant**

SCOPE	Supplier organisations who supply, hire, operate, maintain, overhaul, manufacture or convert on-track plant
DURATION	0.75 days reduced to 0.5 days where Supplier also audited for SWP

**4.2.5. On Track Plant Operations Scheme**

SCOPE	Pre-qualification for entry into Network Rail On-track Plant Operations Scheme (Network Rail undertake additional assessment prior to award of POS approval)
DURATION	0.75 days reduced to 0.5 days where Supplier also audited for SWP

**4.2.6. Safe Work Planning**

SCOPE	Supplier organisations that plan for the protection of staff interfacing with the operational railway
DURATION	0.5 days

**4.2.7. Medical**

SCOPE	Technical audit for providers of medical Services
DURATION	1.0 days*

**4.2.8. Alcohol & Drugs Testing**

SCOPE	Technical audit for providers of Drug & Alcohol testing services
DURATION	1.0 days*

**4.2.9. Alcohol & Drugs Analysis**

SCOPE	Technical audit for providers of Drug & Alcohol analysis services
DURATION	1.0 days*

\*Audits for Suppliers providing both Medical and A&D Testing or A&D Analysis services can be undertaken in 1 day; however where a supplier requires both medical and A&D testing and A&D analysis services, two days will be required.

**4.3. Audit Duration Calculator**

- 4.3.1.** The audit duration is calculated using the cumulative days from the modules and adding 0.25 days per auditable RICCL discipline (A through to H).
- 4.3.1.** Where the final audit duration has a part day, the duration shall be rounded down where there is 0.25 of a day and up where there is 0.50 or 0.75 of a day, to the nearest whole day.
- 4.3.2.** Further information is provided in the RISQS-GD-004 Guidance Document on How to Calculate your Audit, available to view or download from <https://www.risqs.org/scheme-documents/>.

**4.4. Audit Price**

- 4.4.1.** Audits are charged at a day rate:  
 Modules 4.2.1 – 4.2.6 the audit day rate is £945+ VAT  
 Modules 4.2.7 – 4.2.9 the audit day rate is £1,120+ VAT

**4.5. Fast Track Audit Requirements**

- 4.5.1.** Where a supplier member requires an audit to be expedited, they can arrange this, however there is an additional fast track fee of £250. The additional payment must be paid by debit / credit card in order for the booking to be confirmed.

**4.6. Audit Results and Reports**

- 4.6.1.** The Auditee may only withdraw from an audit prior to the audit starting, once the Auditor has begun asking the first question withdrawal from any module at this stage will result in the supplier receiving a failed status for the audit.

- 4.6.2.** On completion of the audit, the Auditor will give the Auditee a provisional indication of the results of the audit. The audit report will undergo a Quality Control process after which, if the report successfully completes the QA process without change to the findings, the result will be confirmed and published on the RISQS Portal. This process will be completed within 10 days of completion of the audit.
- 4.6.3.** Any amendment to the provisional results will be communicated by phone and confirmed in writing to the Auditee by the Auditor.

#### **4.7. The Audit Report will include:**

- 4.7.1.** Executive Summary
- 4.7.2.** Pass/Fail result
- 4.7.3.** Findings Summary Table
- Major Non-Compliance - a failing of either a whole requirement or that carries significant risk to personnel, the environment or clients
  - Minor Non-Compliance - a failing of part of a requirement that does not carry significant risk to personnel, the environment or client
  - Observation – where the Auditor believes there may be better or more efficient methods to meet a requirement
  - Positive Element – where the minimum requirements are significantly exceeded
- 4.7.4.** Main Audit Report
- Detailing the findings of the audit.

#### **4.8. Empty Systems Audits**

- 4.8.1.** Where an “empty systems audit” is carried out (systems have not been used sufficiently for suitable evidence of compliance to be available). This includes any audit where a module or additional auditable product codes are added, and use cannot be demonstrated at the audit.
- 4.8.2.** Where a Supplier adds new auditable RICCL codes after the audit, provided the additional codes are with the same categories that were covered during the audit and they have been added within 12 weeks from the completion date, they will be added to a suppliers certificate without an additional audit being required.

#### **4.9. Location of Audit**

- 4.9.1.** The location of the audit will take place at premises nominated by the Supplier, however these must comply with the requirements specified in the RISQS-SD-004 RISQS Terms for the Provision of Audits to Supplier Members, which is available on request or can be downloaded from <https://www.risqs.org/scheme-documents/>



#### 4.10. Audit Booking, Validity and Renewal

- 4.10.1. For full Terms and Conditions of audits, refer to RISQS-SD-004 RISQS Terms for the Provision of audits to Supplier members, which is available on request or can be downloaded from <https://www.risqs.org/scheme-documents/>

#### 4.11. Cancellation / Failure to pay audit fees on time

- 4.11.1. Where a Supplier member decides to cancel their audit then the cancellation fees will be in accordance with the RISQS-SD-004 RISQS Terms for the Provision of audits to Supplier members.

#### 4.12. Unclosed Minor Non-Compliances

- 4.12.1. Where Minor Non-Compliances from a previous audit are found not to have been closed out, they will be raised again as Minor Non-Compliances.
- 4.12.2. At the same time a Major Non-Compliance will be raised against “Failure to close out Minor Non-Compliances”.

#### 4.13. Audit failure

- 4.13.1. For full Terms and Conditions of audits, refer to RISQS-SD-004 RISQS Terms for the Provision of audits to Supplier members, which is available on request or can be downloaded from <https://www.risqs.org/scheme-documents/>

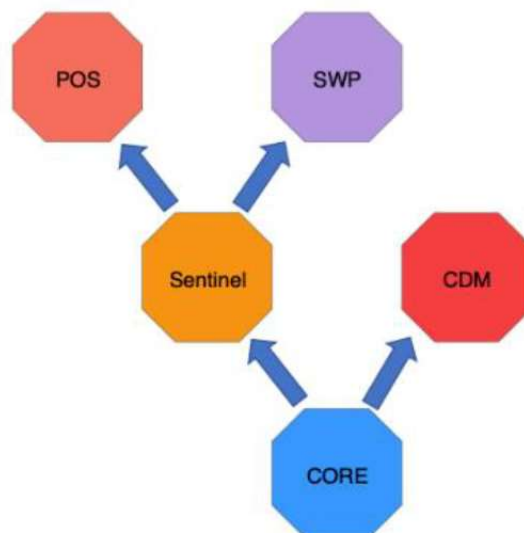
#### 4.14. 5 Day Risk Control Process

- 4.14.1. If a Supplier member has between one and five Major Non-Conformances at the end of their audit, they will be given five working days to close these out prior to the audit report being published.
- 4.14.2. Upon completion of the audit, a risk mitigation process will be undertaken, a failure notification will be sent to the RISQS Scheme Manager who will, following instruction from Network Rail or TfL, review the non-conformances raised and determine, based on the risk likely to be imported to the infrastructure, whether the Supplier member:
- May continue to work as normal
  - Restricted operations / duties
  - Stop Work (where applicable, this will freeze the Supplier on Sentinel)
- 4.14.3. At the end of the five-day period if all Major Non-Conformances have been closed out the Audit report will be published as a “Pass”. If any of the Major Non-Conformances have not been closed out, with suitable evidence provided to the Auditor, then the audit will have failed and the result displayed on the supplier’s member record.

- 4.14.4.** Reinstatement after successfully closing Major Non-Conformances is subject to the Supplier member agreeing to and paying for a one-day re-audit which will be carried out within 12 weeks of the initial audit and which is to ensure that any corrective actions put in place to close the Major Non-Conformance are being followed, failure to undertake this audit or failure at the audit will result in the supplier being shown as failed against the relevant module.
- 4.14.5.** The following are exempt from the 12-week re-audit requirement due to frequency of the requirement:
- Random D&A not undertaken
  - No Contract for cause in place
  - No Contract for HSE advice in place
  - Policies reviewed

#### 4.15. Hierarchy of Audit Failure

- 4.15.1.** Where an audit is failed that is a pre-requisite to other audit(s) then the Supplier will be precluded from supplying those services until the audit status of the pre-requisite audit is returned to "Passed".
- E.g. Failure of the sentinel audit would preclude the supplier from carrying out POS or SWP services. Failure of Core audit would preclude the supplier from carrying out CDM, Sentinel, POS and SWP duties.
- 4.15.2.** Suppliers who fail their Sentinel audit cannot register for non-trackside sentinel until they undergo a new audit.



#### 4.16. Complaints Process

- 4.16.1. For audit complaints, Suppliers should raise minor concerns with the Auditor or audit booking staff as appropriate, at the time of concern.
- 4.16.2. For verification or platform complaints, Suppliers should raise minor concerns with the Customer Service staff as appropriate, at the time of concern.
- 4.16.3. Where a supplier wants to escalate a complaint this should follow the appeals process.

#### 4.17. Appeals Process

##### 4.17.1. Stage 1

- 4.17.2. If the Supplier has any concerns regarding the results of an Audit, they should in the first instance discuss these with the Auditor during the closing meeting or following a change during the QA process.
- 4.17.3. If the Supplier has any concerns regarding an action by the IT and Verification team, they should in the first instance discuss these with the Customer Service staff.
- 4.17.4. If the Supplier has any concerns regarding the scheduling of their audit, they should in the first instance discuss these with the Audit Service Delivery Manager.

##### 4.17.5. Stage 2

- 4.17.6. If the concerns cannot be resolved in this way and the Supplier wishes to challenge the outcome, then a complaint or and appeal should be raised in accordance with RISQS-SG-008 Scheme Complaints & Appeals Process.
- 4.17.7. Complaints and appeals should be made in writing to Audit Operations Management / Supplier Support Manager (email addresses below) and provide the reasons for the complaint; the title should contain Complaint / Appeal by [Organisation ID] – [Organisation Name].
  - 4.17.7.1. Audit - [Risqsoptionsmanager@capita.com](mailto:Risqsoptionsmanager@capita.com)
  - 4.17.7.2. Customer Service [suppliersupport@risqs.org](mailto:suppliersupport@risqs.org)

- 4.17.8. Complaints and appeals should be made within 5 working days (from the last day of the audit).

##### 4.17.9. Stage 3

- 4.17.10. If the concerns are not resolved at stage 2 and the Supplier wishes to challenge the outcome, then an Complaint or Appeal should be raised in accordance with RISQS-SG-008 Scheme Complaints & Appeals Process.

- 4.17.11.** Complaints and appeals should be made in writing to [scheme.manager@risqs.org](mailto:scheme.manager@risqs.org) and provide the reasons for the complaint; the title should contain Complaint / Appeal by [Organisation ID] – [Organisation Name]. Only information provided at the previous stage will be considered.
  
- 4.17.12.** Complaints and appeals should be made within 5 working days (from the receipt of outcome of Stage 2).