



NOPS STANDARD TERMS AND CONDITIONS - OPERATIVES



Version Number	Date	Purpose of Change	Classification	Sign Off
V4.1	19/11/2025	Reformatted	Public	Kerry Ore
V4.2	24/03/2026	Policy rewrite and update	Public	Lesley Barr

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1. OVERVIEW

1.1 These Terms and Conditions govern the use of the Network Operative Passport Scheme ("NOPS"), operated and administered by Smart Awards Ltd ("Smart Awards").

1.2 By registering with NOPS, using a NOPS card, or accessing the NOPS digital platform or mobile application ("NOPS App"), you agree to comply with these Terms and Conditions.

2. DEFINITIONS AND INTERPRETATIONS

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

- "Smart Awards" means Smart Awards Ltd, the owner, operator and administrator of the Network Operative Passport Scheme ("NOPS")
- "Operative" means an individual registered on NOPS whose personal details, Accreditations and/or Qualifications are recorded on the NOPS database
- "Organisation" means any entity authorised by the Operative to access the Operative's NOPS data via secure digital access, including via the NOPS App
- "Employer" means the organisation responsible for the day-to-day management and supervision of the Operative's work activities, including where the Operative undertakes work on behalf of a contractor or Service/Communications Provider
- "Sponsor" means the contracting organisation on whose behalf the Operative performs services in order to meet the requirements of a client and which may, in certain circumstances, be the end client
- "Service/Communications Provider" or "CP" means the client, network infrastructure owner, telecommunications provider, or other utility organisation for whom the services are ultimately performed
- "Centre" means a training provider or awarding organisation approved or recognised by Smart Awards to deliver Accreditations and/or Qualifications eligible for inclusion on NOPS
- "Assessor" means an individual authorised or approved to carry out assessments of Operatives and to verify that the Operative meets the standards set by the relevant awarding organisation or standards-setting organisation
- "Accreditations" means any certified training, qualifications, or competencies recognised and accepted by Smart Awards for inclusion on NOPS.

3. ABOUT NOPS

3.1 NOPS is a central register of operatives' identities, qualifications, accreditations, and job roles within the telecommunications and utilities sectors.

3.2 The scheme provides a mechanism to demonstrate competence, promote safety, and support compliance with industry and legislative requirements.

3.3 Smart Awards is the sole owner, operator, and administrator of NOPS and is responsible for setting standards, maintaining the register, and issuing NOPS cards and digital records.

3.4 NOPS includes both physical cards and digital access via the NOPS App, which enables operatives and authorised organisations to view and verify competency records.

3.5 Smart Awards operates endorsement, suspension, and revocation processes in accordance with its published policies.

4. SERVICES

4.1 Smart Awards provides the following services:

- Registration of operatives on NOPS

- Issuing and replacement of NOPS cards
- Storage and verification of qualifications and accreditations
- Digital access to records via the NOPS App

5. REGISTRATION, DECLARATION AND CONSENT

5.1 By registering for a NOPS Card and/or uploading any Accreditations and/or Qualifications to NOPS, the Operative hereby:

(a) Warrants and represents that all information and documentation provided is true, accurate, complete, and not misleading in any respect.

(b) Agrees to comply with these Terms and Conditions and all applicable Smart Awards policies relating to NOPS, as may be amended from time to time.

(c) Acknowledges and consents to Smart Awards collecting, storing, processing, and using all or part of the information provided for the purposes of administering NOPS, including maintaining a secure digital register accessible via the NOPS App and associated systems.

(d) Consents to the sharing of personal data, where necessary and authorised by the Operative, with Employers, Sponsors, Organisations, Awarding Organisations, Centres, and other relevant parties for the purposes of verification, compliance, and administration of NOPS, in accordance with the Data Protection Act 2018 and UK GDPR.

(e) Acknowledges that use of NOPS is conditional upon acceptance of Smart Awards' data processing requirements and that personal data will be processed solely for the legitimate purposes of operating and administering the scheme.

(f) Agrees that authorised Employers, Sponsors, and Organisations may access and view the Operative's NOPS record, including Accreditations and Qualifications, via the NOPS App or associated systems where permission has been granted.

(g) Not provide false, misleading, or inaccurate information to any internal or external stakeholders, nor misrepresent their role, status, or relationship for the purpose of obtaining a competitive advantage or improperly exploiting personal or scheme-related information.

(h) Agrees to comply with Smart Awards' endorsement, suspension, and revocation policies, and acknowledges that any such actions may be recorded on the Operative's NOPS record.

(i) Cooperate fully with Smart Awards Ltd in the investigation and resolution of any complaints or appeals.

(j) Undertakes to notify Smart Awards without undue delay of any changes to the information provided, including (but not limited to) name, contact details, or other relevant personal information.

(k) Acknowledges that the NOPS Card (whether physical or digital) remains the property of Smart Awards at all times.

(l) Acknowledges and accepts that Smart Awards reserves the right to suspend, withdraw, or restrict the NOPS Card and/or access to NOPS where there is misuse, non-compliance, or breach of these Terms and Conditions.

(m) Acknowledges the existence of a formal appeals process in respect of decisions made by Smart Awards. Appeals relating to accreditations or qualifications shall be directed to the relevant

awarding organisation where appropriate, and appeals relating to NOPS decisions (including endorsement or revocation) shall be handled in accordance with Smart Awards' published appeals procedures.

(n) Not use the name, logos, trademarks, or branding associated with the Smart Awards Limited Network Operative Passport Scheme (NOPS) for advertising, promotional, or commercial purposes without the prior written consent of Smart Awards Ltd.

(o) Not solicit, approach, or engage in poaching activities using any information obtained from or held within the NOPS database.

6. SERVICE LEVEL AGREEMENT (SLA)

6.1 Smart Awards Ltd shall maintain high standards of personal conduct, including integrity, professionalism, courtesy, and respect in all dealings with stakeholders.

6.2 Smart Awards Ltd shall deliver services in accordance with agreed terms and shall endeavour to meet the needs of the relevant industry.

6.3 Smart Awards Ltd shall notify applicants of the progress of their application, registration, or accreditation by issuing a confirmation email within the timeframe specified in the automated response received upon submission.

6.4 Smart Awards Ltd shall process all applications, registrations, and accreditations within ten (10) working days of receipt of all valid, accurate, and verifiable documentation and supporting information.

6.5 Smart Awards Ltd shall ensure that the content of the NOPS remains current, relevant, and inclusive.

6.6 Smart Awards Ltd shall work with industry partners to ensure that the quality of the scheme is achieved and consistently maintained.

6.7 Smart Awards Ltd shall provide reasonable support and guidance in relation to the NOPS.

6.8 Smart Awards Ltd shall make available clear information regarding the procedures for submitting complaints or appeals.

6.9 Smart Awards Ltd shall monitor its service delivery to ensure that stated performance targets are achieved.

6.10 Smart Awards Ltd shall process and use all data strictly in accordance with the scheme's terms and conditions and shall implement appropriate technical and organisational measures to ensure data security.

6.11 Smart Awards Ltd shall not disclose any information where such disclosure would constitute a breach of confidentiality or any applicable legal or regulatory obligation.

7. CERTIFICATION AND VERIFICATION

7.1 Operatives and employers are responsible for ensuring all submitted certificates are genuine, accurate, and valid.

7.2 Smart Awards operates a risk-based assurance process, including:

- Random and targeted sampling of submissions

- Verification with awarding organisations or training providers
- Risk ratings (Low, Medium, High) based on compliance

7.3 Smart Awards may reject, remove, or investigate any submission that:

- Cannot be verified
- Appears altered or fraudulent
- Is incomplete or inconsistent

7.4 Where concerns arise, Smart Awards may increase verification checks or apply monitoring periods.

8. FRAUD AND MISUSE

8.1 Users shall ensure that all certificates, records, and documentation submitted to Smart Awards Ltd via the NOPS platform are accurate, complete, valid, and genuine. The submission of any fraudulent, altered, misleading, or otherwise invalid documentation is strictly prohibited.

8.2 Smart Awards Ltd reserves the right to review, verify, and investigate any documentation submitted. Where Smart Awards Ltd reasonably suspects that any documentation is fraudulent, invalid, or non-compliant, it may reject, remove, or refuse to process such documentation without prior notice.

8.3 Where fraudulent or suspected fraudulent activity is identified, Smart Awards Ltd may take enforcement action, which may include (without limitation):

(a) Initial Notification: Notification to the user that submitted documentation has been rejected, together with guidance on compliance requirements, which may be communicated via the NOPS system.

(b) Formal Warning: Issuance of a formal warning to the user and, where applicable, their employer or associated organisation, typically communicated via the email address associated with the user's account.

(c) Suspension or Termination: Suspension or permanent deactivation of the user's account and restriction of access to the NOPS platform where the activity is repeated, persistent, or considered serious.

8.4 Smart Awards Ltd reserves the right to take any of the actions immediately and without progression through each stage where it considers such action appropriate in the circumstances.

8.5 Any enforcement action taken under this clause shall be notified to the user in writing via the email address associated with their account.

8.6 Smart Awards Ltd may, where appropriate and in accordance with applicable law, disclose relevant information to employers, training providers, regulatory bodies, or law enforcement authorities in connection with suspected fraudulent activity.

9. ASSURANCE AND RISK-BASED VERIFICATION

9.1 Smart Awards Ltd shall operate a risk-based assurance process to maintain the accuracy, integrity, and reliability of all certifications submitted to the NOPS system.

9.2 Risks may include, without limitation, fraud, maladministration, errors, incomplete documentation, unverifiable certification, or suspected falsification.

9.3 All certification submissions shall be subject to proportionate assurance checks, including both random and targeted sampling. A standard sample of approximately ten percent (10%) of submissions may be reviewed, with up to one hundred percent (100%) verification applied during lower submission volumes or where elevated risk is identified.

9.4 Smart Awards Ltd reserves the right to verify submitted certification directly with awarding organisations, training providers, or other relevant third parties, and to investigate any suspected fraud, non-compliance, or irregularity.

9.5 Where issues are identified, Smart Awards Ltd may take appropriate action, including acceptance, rejection pending correction, or escalation for further investigation.

9.6 Employers and operatives shall be responsible for ensuring that all submitted certification is genuine, accurate, valid, and obtained through approved or recognised providers. Failure to comply with this obligation may result in increased scrutiny, reassessment of risk rating, or further enforcement action by Smart Awards Ltd.

10. USE OF NOPS APP AND ONLINE SERVICES

10.1 Smart Awards Ltd provides access to the NOPS system via its website and Smart Awards App ("Online Services") to authorised users. Users shall not use the Online Services in any manner that is unlawful or may breach applicable law, or that is fraudulent, defamatory, discriminatory, obscene, offensive, or harmful, including the transmission of malicious software.

10.2 Access to the Online Services (including the Smart Awards App) is subject to authentication controls, including dual authentication where applicable, and automatic session timeout. Users shall:

- (a) Maintain the confidentiality of login credentials and not share access details
- (b) Log out or securely exit the system or application when not in active use
- (c) Comply with the Data Protection Act 2018 and UK GDPR in all handling of personal data
- (d) Ensure that all data is accessed, used, stored, and shared only where authorised and in a secure manner
- (e) Promptly notify Smart Awards Ltd of any actual or suspected data breach, misuse, unauthorised access, or activity that may compromise the security, integrity, or lawful operation of the Online Services.

10.3 In respect of use of the Smart Awards App, users shall:

- (a) Ensure that any device used to access the App is secured with appropriate safeguards, including passwords, PINs, or biometric controls
- (b) Not use the App on compromised, jailbroken, or rooted devices that may expose data to risk
- (c) Promptly report the loss, theft, or compromise of any device used to access the App
- (d) Keep the App updated to the latest available version to maintain security and functionality
- (e) Not download, copy, or store data from the App except where expressly authorised.

10.4 Smart Awards Ltd may suspend, restrict, or withdraw access to the Online Services, including the Smart Awards App, where reasonably necessary to safeguard system integrity, ensure compliance, or protect data security.

11. CARD VALIDITY

11.1 NOPS operates on an annual subscription basis. The Operative must maintain an active and up-to-date annual subscription in order for their NOPS record, including any associated NOPS Card (physical or digital), to remain valid, current, and visible to Employers, Service/Communications Providers, and other authorised Organisations.

11.2 Where an annual subscription is not renewed or payment is not received, Smart Awards reserves the right to:

- Suspend or deactivate the Operative's NOPS record
- Restrict visibility of the Operative's accreditations and qualifications within the NOPS system and NOPS App; and/or
- Render the NOPS Card invalid until such time as the subscription is reinstated.

11.3 Accreditations and Qualifications recorded on NOPS remain subject to their own validity periods as determined by the relevant awarding organisation and may expire independently of the NOPS subscription.

11.4 Accreditations and qualifications remain valid only for their respective certification periods.

12. FEES AND PAYMENT

12.1 Payment for all products and/or services shall be made in full prior to the verification of accreditations.

12.2 No payment shall be deemed received until Smart Awards Ltd has received cleared funds.

12.3 Any dispute in relation to fees must be submitted in writing within seven (7) days of the payment date, failing which the fees shall be deemed accepted.

12.4 Smart Awards Ltd reserves the right to refuse or withhold any order, including those placed by an employer on behalf of an Operative, where the applicant or employer has exceeded any agreed credit limit or where fulfilling the order would result in such limit being exceeded.

12.5 Any non-receipt of cards must be reported to Smart Awards Ltd as soon as reasonably practicable and in any event no later than thirty (30) days from the date of payment.

12.6 All prices are exclusive of Value Added Tax (VAT). Where applicable, VAT shall be payable by the applicant at the prevailing rate in addition to the stated fees.

13. ACCURACY OF INFORMATION

13.1 The Operative shall promptly notify Smart Awards Ltd of any errors or inaccuracies in information, within a reasonable period of becoming aware of such error.

13.2 The Operative shall be solely responsible for the accuracy of all information provided by or on behalf of the Operative. Any errors in such information, whether or not previously reviewed or approved by Smart Awards Ltd, shall be corrected by the Operative at its own cost.

13.3 Where information supplied by the Operative is found to be inaccurate, including information used for the production of cards or certificates, the Operative shall be liable for all associated administrative costs, including the cost of reissuing corrected cards or certificates.

13.4 Where any error or inaccuracy is attributable to Smart Awards Ltd, the cost of correcting such error, including the reissue of any NOPS card or certificate, shall be borne by Smart Awards Ltd.

14. SUSPENSION AND TERMINATION

14.1 Smart Awards Ltd may, at any time and upon giving reasonable notice (having regard to the circumstances giving rise to such action), suspend the Network Operative Passport Scheme card and/or any products or services, in whole or in part, where:

- (a) the applicant is in breach of these Terms and Conditions.
- (b) the quality, integrity, or operation of the products, services, or card scheme is impaired or adversely affected by any act or omission of the applicant.
- (c) a technical failure or any circumstance beyond the reasonable control of Smart Awards Ltd prevents the performance of its obligations.
- (d) such suspension is required to implement improvements or modifications.
- (e) full payment has not been received within the agreed timeframes, in which case reactivation may be subject to additional charges.
- (f) continued use of the products or services would create or increase a risk to quality, safety, or the integrity of the Operative or the network.

15. APPEALS

15.1 Card applications are processed based on the verifiable evidence submitted by the Operative. Where an Operative considers that a registration decision has been made in error, the Operative may submit a formal appeal by providing written representations to Smart Awards Ltd within thirty (30) calendar days of the date of notification of the decision.

15.2 Upon receipt of a valid appeal, Smart Awards Ltd shall review the submission in accordance with its internal appeals procedures and may request additional supporting evidence where reasonably required.

16. LIMITATION OF LIABILITY

16.1 Smart Awards Ltd shall not be liable for any loss, damage, or claim arising from the inaccuracy, incompleteness, or omission of information supplied by the Operative.

16.2 Smart Awards Ltd shall not be liable for any indirect or consequential loss, including loss of profit, revenue, or business, nor for any costs, damages, charges, or expenses arising directly or indirectly from delays caused by the Operative.

16.3 Liability is limited to the value of the service provided, except where prohibited by law.

17. FORCE MAJEURE

17.1 Neither party shall be liable for any delay or failure in the performance of its obligations where such delay or failure arises from events beyond its reasonable control ("Force Majeure Event"), provided that the affected party gives written notice to the other party within seven (7) days of becoming aware of such event.

17.2 Where a Force Majeure Event affecting Smart Awards Ltd continues for a period exceeding sixty (60) days, the Operative may, by written notice, terminate the registration in whole or in part without liability in respect of the affected obligations.

17.3 This clause shall not affect any other rights of termination available under this Agreement.

18. CANCELLATION

18.1 Amendments or cancellations must be submitted in writing by either party within three (3) working days from the date the registration was received by Smart Awards Ltd. Any amendments may be subject to an administration fee.

18.2 All approved applications and/or card registrations are non-refundable and non-transferable.

19. DATA PROTECTION AND CONFIDENTIALITY

19.1 Smart Awards Ltd shall comply with all applicable data protection legislation, including the Data Protection Act 2018 and UK GDPR, and shall maintain the confidentiality of all personal data and Confidential Information.

19.2 Smart Awards Ltd shall process personal data only to the extent necessary to fulfil its obligations under these Terms and Conditions and shall ensure that such processing is lawful, fair, and secure.

19.3 Smart Awards Ltd shall implement appropriate technical and organisational measures to safeguard personal data and Confidential Information against unauthorised or unlawful processing, loss, destruction, damage, or corruption.

19.4 All information and records relating to users shall be stored securely and shall be accessible only to authorised personnel. Such information shall be retained only for as long as necessary to fulfil its purpose or as required by law and shall thereafter be securely deleted or disposed of.

19.5 In respect of expired accreditations or where a NOPS Card is no longer active, Smart Awards Ltd shall retain associated data for a period of three (3) years from the date of expiry or last use, after which such data shall be securely deleted, subject to any legal or regulatory retention requirements.

19.6 Smart Awards Ltd shall ensure that its employees, agents, and contractors comply with all applicable data protection and confidentiality obligations.

19.7 Personal data shall be used solely for the purposes of administering NOPS and fulfilling these Terms and Conditions and shall not be further processed or disclosed without the explicit consent of the Operative, unless required or permitted by law.

19.8 Smart Awards Ltd may disclose information to relevant third parties, including employers, training providers, regulators, funding bodies, or other stakeholders, where necessary for the provision of services or compliance with legal obligations. Where appropriate, the Operative shall be informed of such disclosures.

19.9 Smart Awards Ltd shall not transfer personal data outside the United Kingdom unless such transfer complies with applicable data protection legislation and ensures an adequate level of protection.

19.10 Individuals shall have the right to exercise their data subject rights, including data portability, withdrawal of consent (which must be submitted in writing), and erasure of data, in accordance with applicable legislation and Smart Awards Ltd's policies.

19.11 Each party shall, upon termination or expiry of the Agreement, or upon earlier written request, return or securely destroy any Confidential Information received from the other party, except where retention is required by law or where such information forms part of the services delivered.

20. CHANGES TO TERMS

20.1 Smart Awards may update these Terms at any time. Updated versions will be published and take effect upon notice.

21. GOVERNING LAW

21.1 These Terms are governed by the laws of England and Wales.

22. CONTACT

22.1 For queries, support, or complaints, users should contact Smart Awards via official channels.

23. REVIEW OF THIS POLICY

23.1 This policy is reviewed and revised annually in response to feedback, changes in legislation and guidance from industry.