



Conducting Examinations Outside New Zealand – Board Rules

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Contents

1. Introduction.....	1
2. Mandatory Requirements	1
3. Overseas Provider Requirements.....	2
Appendices	3
Provider Service Agreement.....	3
Schedules.....	14
Electricity Act 1992	14
85 Board may prescribe other registration and licensing matters.....	14
86 Minimum standards for registration	14
87 Principles guiding prescribing of registration and licensing matters.....	15

1. Introduction

- 1.1 Under the Electricity Act 1992 (“the Act”) the Electrical Workers Registration Board is responsible for the registration and licensing of electrical workers in New Zealand. Under Sections 85 to 87 of the Act the Board may prescribe the minimum standards for registration for each class of registration.
- 1.2 On 1 April 2010 the Board, by notice in the Gazette, prescribed the minimum standards for ten classes of registration. Included in each class is a requirement that applicants must pass Board examinations.
- 1.3 The majority of applicants have undertaken training in New Zealand, however, the Board receives a high number of applications for registration from overseas persons each year.
- 1.4 Overseas applicants must meet the same minimum standards to be registered.
- 1.5 To assist overseas persons in meeting the minimum standards the Board has established Rules for applicants wishing to take examinations and/or assessments (“Applicants”) or persons/ organisations wishing to conduct Board Examinations and Assessments outside New Zealand (“Overseas Providers”).

2. Mandatory Requirements

- 2.1 Note these Rules must be read in conjunction with and are subject to the Board’s Rules, Policies and requirements for recognition of overseas qualifications which are available at <http://ewrb.mbie1.cwp.govt.nz/training-and-qualifications/recognition-of-overseas-qualifications/>.
- 2.2 These Rules must also be read in conjunction with and are subject to the:
 - (a) Rules of the Electrical Workers Registration Board – Examinations and Practical Assessments (referred to herein as “Examinations and Practical Assessments”);
 - (b) Rules of the Electrical Workers Registration Board – Training and/or Experience for Electrical Registration where Applicants have not Completed Competency Based Training Programmes;
 - (c) Rules of the Electrical Workers Registration Board Prescribed Classes of Registration for Electrical Workers Including Requirements/Standards for Registration, and Limits of Work in Respect of Each Class;which are available at <http://ewrb.mbie1.cwp.govt.nz/about-the-board/rules-of-the-board/>.

2.3 Overseas Providers and Applicants should note that the Board's Rules, Policies and requirements may be amended or changed from time to time and they should check at the time of making an application or providing an examination or assessment to ascertain the current requirements.

3. Overseas Provider Requirements

3.1 Any provider wishing to conduct examinations and/or practical assessments must **first** comply with the following requirements;

- (a) Be a Board approved provider as set out in the Rules of the Electrical Workers Registration Board – Examinations and Practical Assessments; and
- (b) Be the holder of a signed Service Agreement for the provision of services being offered. A sample agreement is set out in the Appendices. An agreement tailored to the Overseas Provider will be developed for execution;

3.2 The Overseas Provider is to provide each Applicant with the information set out in the Board's rules listed in 2.2 above prior to enrolling the Applicant.

3.3 The Overseas Provider will at all times conduct itself and its business activities in a manner which will not reflect badly on the Board or bring it into disrepute and will act professionally and ethically.

3.4 The Overseas provider will not make any representations to any person that the attainment of any qualification and/or the completion of any assessment will allow them to work in New Zealand.

3.5 Overseas Providers will not be given any form of or rights to exclusivity.

3.6 Note the Board and the Ministry of Business Innovation and Employment will not be liable for any indirect, consequential or incidental loss or damage resulting from or connected with this agreement.

3.7 All costs of and incidental to the Overseas Provider undertaking or providing Examinations and Assessments will be the responsibility of the Overseas Provider and no claim whatsoever for such costs will be made against the Board.

[Date]



Ministry of Business, Innovation & Employment

and

[Name]

Service Agreement

AGREEMENT DATED: _____

BETWEEN **HER MAJESTY THE QUEEN**, in right of New Zealand acting by and through the Ministry of Business, Innovation and Employment (“the Ministry”);

AND _____ on behalf of [name] having its registered office at [address] (“the Overseas Provider”).

BACKGROUND

- A The Ministry of Business, Innovation and Employment requires the Overseas Provider to provide the Services to the Electrical Workers Registration Board on behalf of the Ministry.
- B The Overseas Provider agrees to provide the Services on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1 Definitions

1.1 In this Agreement the following expressions have the following meanings:

<u>Expression</u>	<u>Meaning</u>
“Attendee”	is any electrical worker who attends an electrical safety refresher competency programme for the entire time and completes all set tasks to the satisfaction of the Training Overseas Provider;
“Assessment”	means the evaluation of a candidate’s achievement on an electrical safety refresher competency programme;
“Board”	means the Electrical Workers Registration Board appointed under section 150 of the Electricity Act 1992;
“Business Day”	any day not being a Saturday or Sunday or public holiday within the meaning of section 7A(2) of the Holidays Act 2003;
“Competence Programme”	as defined in Gazette notice 1 Dec 2011 issued by the Board and The Board’s Competency Programme Rules of April 2014;
“Confidential Information”	includes, but is not limited to: <ul style="list-style-type: none">(a) Any information, including:<ul style="list-style-type: none">(i) Information (including information that is in electronic form) relating to the business or financial affairs of the Ministry and any organisations associated with the Ministry; or(ii) Information relating to the personal affairs of the Ministry’s employees and all other persons associated with the Ministry;(b) Any working papers, reports or other papers; produced or acquired during the performance of the Services (other than information that is in the public domain prior to it being divulged or communicated or information divulged or communicated with the consent of the Ministry);

<u>Expression</u>	<u>Meaning</u>
Conflict of Interest”	any situation which might compromise the Overseas Provider’s or the Ministry’s standing or integrity, or reflect adversely on the Ministry, or the Ministry’s relationships with Government, or the general public, including, but not limited to, any transaction in which the Overseas Provider, or any person used by the Overseas Provider in the performance of the Services, or any parent, child or spouse of that person, will or may derive a financial benefit;
“Parties”	the parties to this Agreement and their respective successors and permitted assigns;
“Professional Development”	means programmes that may be developed by Training Overseas Providers and include electrical safety refresher competence programme subject material and assessment requirements;
“Registrar”	Neville John James Sickels, Registrar, Electrical Workers Registration Board and his or her successor or delegate
“Services”	the services to be provided and performed by the Overseas Provider, as described in the Schedule 1;

- 1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.
- 1.3 The headings in this Agreement are for convenience only and have no legal effect.
- 1.4 The singular includes the plural and vice versa.
- 1.5 The Schedules to this Agreement form part of this Agreement.
- 1.6 If there is any conflict of meaning between the Schedules and the body of this Agreement, the body of this Agreement will prevail.

2 Responsibilities of the Parties

- 2.1 The Ministry and the Overseas Provider agree that the Overseas Provider will provide the Services set out in the schedules to this agreement on the terms and conditions set out in this Agreement.

3 Term

- 3.1 Subject to clauses 4.1 and 4.2, the term of this Agreement will commence from the date of this Agreement and will continue until 31 December 2014 or completion of the Services to the satisfaction of the Ministry, whichever is the later.

4 Termination

- 4.1 Either Party may terminate this Agreement at any time by giving 60 Business Working days’ notice in writing to the other Party.
- 4.2 In addition to the right of termination in clause 4.1 and subject to clause 4.3, the Ministry may terminate this Agreement by giving notice in writing to the Overseas Provider, if the Overseas Provider:
- (a) Commits any serious breach of its obligations under this Agreement; or
 - (b) Repeats or continues, after having been warned, any breach of its obligations under this Agreement; or
 - (c) is guilty of any act or omission which causes or is likely to cause damage to the business or reputation of the Ministry.
- 4.3 Termination of this Agreement in accordance with clause 4.2 will be effective from the date of service of the notice of termination on the Overseas Provider.

- 4.4 The provisions of this Agreement relating to confidentiality (clause 7) and limitation of liability (clause 9) will continue after the termination of this Agreement.

5 Reporting Requirements

- 5.1 The Overseas Provider will submit reports on the Services to the Registrar as required in the Schedules.

6 Standards

- 6.1 The Overseas Provider warrants that the Services provided to the Ministry under this Agreement will be performed in accordance with the best currently accepted principles and practices applicable to its field of expertise and in accordance with the requirements set out in the Schedules.

7 Confidentiality, Conflicts of Interest and Representations

- 7.1 The Overseas Provider accepts that in performing the Services it, or any person used by it to perform the Services, may acquire Confidential Information, or may enter into a situation that gives rise to a Conflict of Interest. Therefore, the Overseas Provider warrants that it will:

- (a) Maintain a high standard of honesty and integrity at all times in the performance of the Services and avoid situations which might give rise to such a Conflict of Interest or compromise the Overseas Provider's or the Ministry's integrity; and
- (b) Avoid any financial or other interest or undertaking that might interfere with or compromise the performance of the Overseas Provider's obligations under this Agreement, or the integrity or standing of the Ministry during the term of this Agreement; and
- (c) Advise the Ministry in writing of any actual or potential Conflicts of Interest that might arise in the performance of the Services;
- (d) Assist the Ministry to address or avoid any actual or potential Conflicts of Interest notified to the Ministry under paragraph (c) above;
- (e) Neither use, nor communicate, nor divulge, to any person, either before or after the completion of the Services, any Confidential Information without the prior written permission of the Ministry, except where the use or communication of the Confidential Information is reasonably necessary to enable the Overseas Provider to perform its obligations under this Agreement; and
- (f) Ensure all of its employees, or any other person used by the Overseas Provider to perform the Services, is aware of, and comply with, the warranties given by the Overseas Provider under this clause.

- 7.2 The Overseas provider will not make any representations to any person that the attainment of any qualification and/or the completion of any assessment will allow them to work in New Zealand

8 Variations

- 8.1 This Agreement cannot be varied in any manner except by way of agreement in writing signed by the Parties.

9 Limitation of Liability

- 9.1 The Ministry nor the Board will not be liable for any indirect, consequential or incidental loss or damage resulting from or connected with this agreement.

10 Dispute Resolution

- 10.1 The Parties agree to use their best efforts to resolve any dispute which may arise under this Agreement through good faith negotiations and informal dispute resolution techniques such as mediation, expert determination or similar techniques agreed by them. Except as provided in subclause 10.5, no Party shall commence any arbitration or litigation in relation to this Agreement unless it has first fulfilled its obligations under this subclause.
- 10.2 Any dispute arising under this Agreement which cannot be settled by negotiation or mediation between the Parties or their respective representatives shall be submitted to arbitration under the Arbitration Act 1996 before a sole arbitrator who will decide the dispute according to the substantive law of New Zealand. The decision of the arbitrator will be final.
- 10.3 In the absence of agreement concerning the appointment of an arbitrator, either Party may request the President of the New Zealand Law Society to appoint a suitably qualified independent arbitrator to hear and determine the dispute.

10.4 The Parties shall continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to arbitration.

10.5 Nothing in this clause shall preclude either Party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.

11 Severability

11.1 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

12 Notices

12.1 Any notice to be given under this Agreement will be in writing and will be hand delivered or sent by registered post to the Parties' respective addresses as set out in clause 12.3 and clause 12.4.

12.2 Any notice will be deemed to be served on the date of delivery or the Business Day next following the date of posting as the case may be. In proving the giving of a notice it is sufficient to prove that the envelope containing such notice was properly addressed and posted.

12.3 The address for the service of notices on the Ministry is:

Ministry of Business, Innovation and Employment
86 – 90 Customhouse Quay
WELLINGTON
Attention: N J J Sickels, Registrar, Electrical Workers Registration Board

12.4 The address for the service of notices on the Overseas Provider is:

Address
Address
Address

13 Entire Agreement

13.1 The Parties acknowledge that this Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

14 Time of the Essence

14.1 Any time, date or period mentioned in this Agreement, or any subsequent agreement, may be extended by mutual agreement in writing between the Parties but as regards any time, date or period originally fixed or any time, date or period so extended, time will be of the essence.

15 Force Majeure

15.1 Neither Party will be liable to the other for any loss or damage which may be suffered by the other as a direct or indirect result of its failure to perform its obligations under this Agreement by reason of an event of force majeure, being any cause or circumstance beyond the Party's control including, but not limited to, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement .

15.2 Unless otherwise agreed, during the continuance of an event of force majeure each Party's obligations under this Agreement will be suspended and will resume as soon as possible after the cause or circumstance has ceased to have effect.

16 Counterparts

16.1 This Agreement may be signed in any number of counterparts (including facsimile copies) and provided that each party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the parties.

17 New Zealand Law

17.1 This Agreement will be governed by and construed in accordance with the laws of New Zealand.

Signed for and on behalf of _____)
HER MAJESTY THE QUEEN)
in right of the Government of New)
Zealand by the Registrar, Electrical)
Workers Registration Board, Ministry of) _____)
Business, Innovation and Employment)

in the presence of:

Signed for and on behalf of [Name]

by, _____ (_____)

in the presence of:

SCHEDULE 1

SERVICES PROVIDED

- (1) The Overseas Provider must provide **where appropriate**:
- (a) Tuition for the following:
- Electrical Appliance Serviceperson
 - Electrical Appliance Serviceperson (endorsed to disconnect/connect)
 - Electrical Service Technician
 - Electrician Theory
 - Electrician Regulations
 - Electrical Inspector
 - Electrical Installer
- Associated Tradespersons
- (b) Practical assessments for the following:
- Electrical Appliance Serviceperson Practical Assessment
 - Electrical Appliance Serviceperson (endorsed to disconnect/connect) Practical Assessment
 - Electrical Service Technician Practical Assessment
 - Electrical Inspector Practical Assessment
 - Electricians Stage 1, 2 and 3 Practical Assessment
 - Associated Tradespersons Practical Assessment
- on the dates notified to the Board by the Overseas Provider during the duration of this Agreement.
- (2) The Overseas Provider must conduct tuition and practical assessments and operate as an examination centre in accordance with the conditions in Schedule 2.

SCHEDULE 2

CONDITIONS FOR PROVIDING THE SERVICES DETAILED IN SCHEDULE 1

- 1. Conducting Tuition, Practical Assessments and Safety Training**
The Overseas Provider must:
- (a) Conduct tuition, practical assessments and safety training in accordance with guidelines relevant to the courses that are issued from time to time by the Board.
- (b) Ensure the person conducting the practical assessment and safety training:
- (i) holds electrical registration issued under the Electricity Act appropriate to the assessment being provided; and
 - (ii) holds a current practising licence.
- 2. Entry into Practical Assessments**
The Overseas Provider can accept an entry to a practical only where the applicant:
- (a) is eligible to enter that assessment in accordance with Schedule 3; and
 - (b) fully completes the Board's application form for that assessment; and
 - (c) pays the prescribed fee as detailed in Schedule 4.

3. **Practical Assessment Records**

The Overseas Provider must complete the Board's assessment record form for each candidate and remit the completed forms to the Board including the application forms and corresponding fees.

4. **Record of Completion of Safety Training**

- (a) The Overseas Provider must submit to the Board following completion of the programme and within the Board directed time frame advice that a candidate has satisfactorily completed the Safety Training.
- (b) Advice on satisfactory completion only is required. The record should be submitted in electronic form on the template supplied by the Board or alternately, with the Board's agreement, on paper.

5. **Auditing**

The Board reserves the right to audit the delivery of the training, practical skill assessments and equipment associated with this training, at the discretion of the Board, to ensure compliance with Board requirements.

6. **Operating as an Examination Centre**

6.1 The Overseas Provider must give 40 working days' notice to the Board of the requirement for any of the following examinations;

- Electrical Appliance Serviceperson (endorsed to disconnect and connect),
- Electronic Security Installer; and
- Associated Tradesperson.

6.2 Conducting written examinations

In operating as an examination centre, the Overseas Provider must conduct written examinations in accordance with Schedule 5.

6.3 Remitting of examination scripts and documents

Within the Board directed time frame of the completion of the written examination, the Overseas Provider must remit the completed examination scripts, the candidate list (with details of fees owed) and the examination report to the Board. Examination fees must be remitted to the Board within 5 working working days of the examination. This includes any fees paid by a candidate who is absent from the examination without explanation.

7. **Assistance**

Where a candidate requires assistance (such as additional time or a reader/writer) such assistance can be provided on conditions agreed between the candidate, Overseas Provider and the Board. Applications must be made on a Board approved application form up to 20 working days prior to the examination.

SCHEDULE 3

ELIGIBILITY CRITERIA FOR PRACTICAL ASSESSMENTS AND WRITTEN EXAMINATIONS

The eligibility criteria for each written examination is as per the Rules of the Electrical Workers Registration Board – Examinations and Practical Assessments or as follows:

Licence Type	Eligibility Criteria
1. Electrical Appliance Serviceperson (also EAS endorsed) written examination	Completion of the Electrical Appliance Serviceperson tuition course
2. Electrical Service Technician written examination	Completion of the Electrical Service Technician tuition course
3. Electrical Installer written examination	Completion of the Electrical Installer tuition course or equivalent
4. Associated Tradesperson written examination	Completion of the Associated Tradesperson tuition course
5. Electrician Theory examination	Completion of a course of tuition
6. Electricians regulations examination	Completion of a course of tuition; or
10. Electrical Inspector² written examination	Electrical Inspector tuition course

Note:

1. Registered electricians and electrical service technicians are required to complete post-registration work experience to be eligible for electrical inspector registration.
2. An Overseas Provider may accept a person as an eligible candidate for a written examination where the Board's eligibility criteria.

SCHEDULE 4

ELECTRICAL WORKERS REGISTRATION BOARD FEES

The Overseas Provider must charge the Board's proscribed fees (all are GST inclusive) which at the date of this Agreement are as follows but which may be changed by the Board from time to time:

Type	Fee
Application for all written examinations	NZ\$85.00
Application for a practical assessment	NZ\$85.00

SCHEDULE 5

CONDITIONS FOR CONDUCTING WRITTEN EXAMINATIONS

The Overseas Provider must comply with the following conditions when conducting Board examinations.

1. Candidate List and Papers

The Overseas Provider must, 20 working days prior to the date of an examination Compile a list of candidates for each type of examination being conducted that includes each candidate's examination code number and remits this list to the Board.

2. Security

The Overseas Provider must ensure examination papers:

- (a) Whether received electronically or by surface mail, are kept secure by a nominated person between the time of receipt and the time of the examination. The nominated person must not be a tutor.
- (b) Are kept secure between the time the examination is completed and the time the papers are sent to the Board.

3. Start time and entry

- (a) Except for paragraph 3(d) below, all examinations will commence between 9:00 am and 11:00 am.
- (b) No entry to an examination is permitted after 15 minutes from the start time.
- (c) Where different types of written examinations are held on the same day, all examinations must commence at the same time.

4. Supervising examinations

4.1 Before the examination commences:

The Overseas Provider must:

- (a) Ensure arrangements have been made for those candidates who have been granted assistance (such as additional time or a reader) with sitting an examination. Preferably, these candidates should be placed in a separate room under supervision separate to the main group of candidates.
- (b) Positively identify each candidate. Photo identification is required.
- (c) Mark off the candidate list to indicate which candidates were present and who was not.
- (d) Ensure that there is sufficient space between candidates.
- (e) Ensure that all candidates sitting the same type of examination sit in the same area of the examining room
- (f) Ensure all bags are deposited in the front of the examining room.
- (g) Advise the candidates that she/he must ensure that:
 - (i) the examination paper they are given is the correct type
 - (ii) they place their candidate number on the top right-hand corner of the first page and the top right-hand corner of one side of the 2nd and subsequent pages.

- (h) Advise the candidates as to what materials are permitted as per the instructions on their examination cover sheet and what materials cannot be used for that examination.
- (i) Warn candidates that if they are found using unauthorised materials, the materials will be confiscated and the incident will be reported to the Board. The Board, in turn, could invalidate the examination paper.
- (j) Ensure that all programmable calculators are reset before the start of the examination.

4.2 During the examination

The Overseas Provider must ensure that the candidates are properly supervised so that there is no communication between candidates or use of unauthorised material.

4.3 End of the examination

The Overseas Provider must ensure:

- (a) Each candidate hands back his or her paper, and that each candidate's correct identification number is on the paper and is checked as correct against the candidate list.
- (b) A written report is provided of any irregularities in the exam, such as a candidate using unauthorised material.

SCHEDULE 6

SAFETY TRAINING

Assessment in all classes requires the following practical safety training:

1. Safe Working Practices
2. Testing
3. Basic First Aid
4. Cardio-Pulmonary Resuscitation

The scope of these subjects should be **equivalent** to those of Unit Standards:

- 26551 and 26552 (replacing 6401 and 6402 – First Aid and CPR); and
- 15852 and 750 (Testing); and
- 15851 (Safe Working Practices).

Please note that either 6401 with 6402, or 26551 with 26552 are acceptable unit standards during the course of this agreement.

The CPRL2 requirements of the New Zealand Resuscitation Council First Aid or its overseas equivalent is a mandatory requirement of all safety training. First Aid instruction must be provided in accordance with practices recognised by either the Red Cross of New Zealand or St Johns New Zealand or the overseas equivalent.

Schedules

Electricity Act 1992

85 Board may prescribe other registration and licensing matters

- (1) The Board may, by notice in the *Gazette*,—
- (a) prescribe for each class of registration the minimum standards for registration (including standards relating to required competence, qualifications, and experience) that persons must meet in order to be registered as registered persons and to be issued with practising licences; and
 - (b) prescribe for each class of registration the terms and conditions subject to which persons are registered as registered persons; and
 - (c) prescribe for each class of registration the terms and conditions subject to which practising licences are issued; and
 - (d) prescribe requirements relating to the completion of competence programmes in respect of persons who—
 - (i) apply for practising licences or provisional licences; or
 - (ii) hold practising licences or provisional licences; or
 - (iii) apply for renewals of practising licences or provisional licences; and
 - (e) prescribe requirements relating to competent and safe work practices and the testing of those practices; and
 - (f) recognise any overseas qualification, certificate, registration, or licence as satisfying a particular minimum standard for registration (in whole or in part) if, in the opinion of the Board, that overseas qualification, certificate, registration, or licence is equivalent to, or as satisfactory as, the standard, or part of the standard, that is treated as being satisfied.
- (2) The terms and conditions referred to in subsection (1)(c) may include, for example,—
- (a) a term that authorises the person to test or certify work or to supervise work:
 - (b) a condition that requires compliance with the requirements referred to in subsection (1)(e):
 - (c) a condition that requires the person to complete a competence programme:
 - (d) a condition that imposes limitations on the circumstances in which the person may do, or assist in doing, work:
 - (e) a condition that imposes limits on the work that the person may do, or assist in doing, under the practising licence.
- (3) The Board may make arrangements with the appropriate authorities controlling the registration, licensing, or recognition of electrical workers outside New Zealand for the reciprocal recognition of registration, licences, certificates, or other evidence of proficiency in electrical work.]

86 Minimum standards for registration

- (1) A notice under section 85 may prescribe minimum standards for registration in any way the Board thinks fit, including in 1 or more of the following ways:
- (a) by requiring a degree or diploma or certificate of a stated kind recognised by the Board:
 - (b) by requiring the successful completion of a competence programme, degree, or course of studies

accredited by the Board:

- (c) by requiring a pass in a specified examination or any other assessment set by the Board or by another organisation approved by the Board:
- (d) by reference to registration with, or a licence issued by, an overseas organisation that performs functions that correspond wholly or partly to those performed by the Board:
- (e) by requiring experience in the provision of services of a particular kind:
- (f) by requiring a certain level of competence.

(2) However, the minimum standards for registration prescribed under section 85 may require a person to pass a specified examination or other assessment set by the Board only if the Board is satisfied that the person does not have a degree, diploma, or certificate of a stated kind recognised by the Board under subsection (1)(a).

87 Principles guiding prescribing of registration and licensing matters

In prescribing matters under section 84 or 85, the Board must be guided by the following principles:

- (a) the matters must be necessary to—
 - (i) protect the health or safety of members of the public; or
 - (ii) promote the prevention of damage to property; or
 - (iii) promote the competency of persons who do, or assist in doing, prescribed electrical work; or
 - (iv) carry out, give effect to, or provide for a matter that is incidental to, or consequential on, the matters relating to subparagraph (i), (ii), or (iii); and
- (b) the matters may not unnecessarily restrict the registration or licensing of persons as electrical workers; and
- (c) the matters may not impose undue costs on electrical workers or on the public.