



CREST. Representing the technical information security industry

# Code of Conduct

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# 1. Executive Summary

## 1.1. Introduction

A Code of Conduct sets out the principles, values, standards and rules of behaviour that guide decisions, actions, procedures and systems in a way that contributes to the welfare of Clients and respects the rights of all constituents affected by such operations.

Those involved in providing technical information security advice and Services hold the role of trusted advisers and there are duties arising from this role and obligations owed to others. This activity is outcomes-focused and concentrates on providing positive outcomes which when achieved will benefit and protect Clients.

No Code can foresee or address every issue or ethical dilemma which may arise. Companies, their Consultants and Members of Staff delivering Services must uphold the intention of the Code as well as the letter.

## 1.2. The CREST Codes of Conduct

The CREST Codes of Conduct contain the basic principles that underpin good business practice and ethics which are all-pervasive. They describe the standards of practice expected of Companies, their Consultants and Members of Staff and must be observed in parallel with the Code of Ethics.

The Codes of Conduct set out our conduct requirements to enable all Companies, their Consultants and Members of Staff to consider how their actions can achieve the right outcomes for their Clients.

For Accredited Member Companies this means conduct as described in, but not limited to, the submission made to CREST for accreditation to deliver a Service as a Member Company and it is incumbent upon the company to ensure that all relevant staff, contractors and partners are aware of the policies, processes and procedures submitted and reviewed by CREST.

For Consultants engaged in any element of delivering a Service for which the Member Company has been Accredited by CREST, this means that when providing Services to a Member Company, it is incumbent upon them to familiarise themselves and comply with the policies, processes and procedures of that Member Company as they will be held to account for their actions.

The Codes of Conduct are underpinned by an effective Client complaints handling process and support the CREST Code of Ethics which represent the guiding principles for business behaviour.

Companies and their Consultants are expected to exercise their own judgement, which should be made in such a way as to be reasonably justified, to meet the requirements of the CREST Codes of Conduct and should seek advice from CREST if in doubt.

The CREST Codes of Conduct include requirements covering the following headline areas:

- Promotion of Good Practices
- Professional Representation
- CREST Assignments (applicable to Accredited Member Companies only)
- Regulations
- Competencies
- Client Interests
- Sanctions
- Ethics
- Responsible Reporting (contained in Code of Conduct for Consultants Engaged in CREST Accredited Service delivery)

There are also additional requirements relating to Accredited Member Companies which are outlined in Clause 4 and to some of the schemes that CREST manages; it is important that Accredited Member Companies and their Consultants understand these specific additional obligations.

Member Companies and their Consultants should recognise that the Codes are used to support any investigations undertaken by CREST and CREST has the right, where appropriate, to oblige Member Companies to make changes to their company's policies and procedures.

## 2. Introduction

### 2.1. Purpose

- 2.1.1. The CREST Code of Conduct describes the standards of practice expected of Companies engaged in providing technical information security services, including those Accredited by CREST.
- 2.1.2. All revisions to the CREST Code of Conduct will be notified to principal points of contact in Companies.

### 2.2. Definitions

- 2.2.1 “**Accredited**” in the context of this Code of Conduct means a Member Company that has successfully completed a CREST audit of its quality processes, data handling procedures, technical methodologies and any other assessment criteria required by CREST for delivery of a Service Accredited by CREST and has demonstrated that it has skilled and competent Consultants. “**Accreditation**” shall be similarly construed.
- 2.2.2 “**Client**” means an organisation receiving Services from a Member Company utilising Consultants where CREST has been referenced in tender or contractual documentation.
- 2.2.3 “**Company**”, for the purposes of this Code of Conduct and where context allows, means the collective of Pathway, Pathway+ and Accredited Member Companies.
- 2.2.4 “**Company Application Form**” means the latest completed Application Form and associated reference material reviewed and agreed by CREST as applicable. Any reports to a Company of minor compliance issues will also be considered as being part of the application.
- 2.2.5 “**Consultant**”, in the context of this Code of Conduct, means a skilled person who meets the following criteria:
  - (i) the Member Company deems them to be appropriately qualified for the assignment they are involved with; and
  - (ii) is providing specialist or expert advice and/or information and/or a Service to a Client of that Member Company; and
  - (iii) where that advice or information relates to the delivery of a Service for which the Member Company has been Accredited by CREST.
- 2.2.6 “**CREST**” means CREST International and any or all of its group of companies and Regional Councils.
- 2.2.7 “**CREST Assignment**” means an assignment carried out by a Member Company, utilising appropriately skilled persons. Note that if CREST is referenced in tender documentation but not in contractual documents, the contractual documents must identify this change and clarify the position.
- 2.2.8 “**Examination**” means any formal collection of questions, prompts, or other items collected and offered with the intent of evaluating a Candidate’s ability, aptitude, knowledge, proficiency, performance, competency, or skill. Examinations will be deemed to be inclusive of all components of an evaluation instrument, whether written questions, hands-on tasks, or any other conceivable exercise including scoring criteria.
- 2.2.9 “**Examination Content**” means all of the information contained in an Examination, including any questions, network infrastructure, network environments or applications used in an Examination.
- 2.2.10 “**Member Company**” or “**Accredited Member Company**” means a company who has passed the relevant CREST requirements for CREST Accreditation, agreed to the CREST Code of Conduct and has paid any fees associated with membership. “**Membership**” shall be similarly construed.
- 2.2.11 “**Member of Staff**” means personnel employed directly by a Company, including Consultants, and any personnel engaged through a sub-contractor.

- 2.2.12 “**Pathway Company**” or “**Pathway+ Company**” means an organisation that has successfully achieved either Pathway or Pathway+ status.
- 2.2.13 A “**Region**” means a group of countries in a relevant geographical area as determined by CREST from time to time.
- 2.2.14 “**Regional Council**” means the body of elected Member Company Representatives entitled to vote in a Region and created to oversee either multiple countries in a Region or a single country, as appropriate.
- 2.2.15 “**Scheme**” means bespoke Accreditation programme that requires trusted and accredited companies utilising competent individuals with specific skills which may be administered by CREST on behalf of a third party.
- 2.2.16 “**Service**” in the context of this Code of Conduct includes, but is not limited to:
- (i) Penetration Testing; and/or
  - (ii) Intelligence-Led Testing; and/or
  - (iii) Incident Response; and/or
  - (iv) Threat Intelligence; and/or
  - (v) Security Operations Centres; and/or
  - (vi) Vulnerability Assessment
- 2.2.17 For the purposes of this Code of Conduct, these verbal forms have the following indications:
- (i) “shall”, “must” and “will” indicate a mandatory requirement
  - (ii) “should” indicates a recommendation
  - (iii) “may” and “can” indicate a permission
  - (iv) “demonstrate” indicates where evidence will be required

## 2.3. Description

- 2.3.1 Member Companies will need to ensure that the policies and procedures described in the Member Company Application Form have been implemented correctly and apply to all of their business entities that are claiming membership of CREST.
- 2.3.2 Companies should also refer to the branding guidelines that they have been provided with to ensure adherence to their usage policies.

## 2.4. Scope

### 2.4.1. In Scope

- (i) This CREST Code of Conduct is intended for all Companies.
- (ii) The Code of Conduct contains General obligations for Pathway, Pathway+ Companies and Accredited Members in Clauses 1-3.
- (iii) The Code of Conduct in Clause 4 contains additional obligations for Accredited Member Companies that are engaged in delivering any Service or any component of a Service [see 2.4.1(iv)] for which they have been successfully Accredited by CREST and where CREST has been referenced in the contractual documentation with the Client. For the avoidance of doubt, this includes those Consultants working for or sub-contracted to a Member Company.

- (iv) The components of a Service for a Client include, but depending upon the Service to be delivered may not necessarily be limited to:
- Scoping the Service to be delivered; and/or
  - Evidence or Intelligence collection; and/or
  - Evidence or Intelligence analysis; and/or
  - Delivery (of Service or report); and/or
  - Sign-off; and/or
  - Feedback or Review

#### 2.4.2. Out of Scope

- (i) This CREST Code of Conduct cannot and is not intended to cover companies who are not Pathway, or Pathway+, or Accredited Members.
- (ii) This CREST Code of Conduct covers delivery of any Service In Scope for which a Member Company has been Accredited. It cannot and is not intended to cover assignments undertaken that are not conducted as a CREST Assignment or not covered by the CREST Accreditation held by a Member Company
- (iii) This document will not differentiate between the various types of Services provided by a Member Company in the execution of the Accredited information security Services provided to their Clients, nor the different specialisms involved in those Services.

### 2.5. Affirmation

- 2.5.1 All Companies agree to follow the principles contained in the Code of Ethics and to abide by this Code of Conduct as it applies to them.
- 2.5.2 Companies agree that they will be held accountable for any violation.
- 2.5.3 Companies reaffirm their commitment to the Code of Conduct through the annual re-assessment of their Pathway or Pathway+ status or of their membership of CREST.

### 2.6. Disclaimer

- 2.6.1 CREST accepts no responsibility for the accuracy or validity of assertions or claims made by CREST Member Companies in their Member Company Application Form.
- 2.6.2 Through accreditation, CREST prescribes the method and rigor by which related Services should be conducted but does not underwrite the result of the Services provided by CREST Member Companies or their Consultants.
- 2.6.3 CREST will not be held responsible or liable for any services delivered by a Company.
- 2.6.4 In the course of any investigation into a complaint, CREST reserves the right to advise a Member Company if it is required to carry out an investigation into a member of its staff in relation to an alleged or proven breach of a Non-Disclosure Agreement and/or breach of the Code of Conduct.
- 2.6.5 Any reference to another organisation's website does not constitute a recommendation or endorsement by CREST of that organisation, the site or its content.

## 2.7. Jurisdiction

The construction, validity and performance of this Code of Conduct shall be governed in all respects in accordance with English law and the Parties submit to the jurisdiction of the Courts of England and Wales.

## 2.8. Complaints

There may be situations where there is a misunderstanding or dispute between a Member Company and their Client. Complainants should refer to the CREST Complaints Handling Process on the CREST website which defines the process for a complaint relating to an engagement conducted as a CREST Assignment.

[Company Complaints Handling Process - CREST \(crest-approved.org\)](https://www.crest-approved.org/)

## 3. Requirements for All Companies (Pathway, Pathway+ and Accredited Member)

### 3.1. Promotion of Good Practices

All Companies must promote good practices. These include, but are not limited to, the following:

- 3.1.1. Ensuring that Members of Staff are aware of relevant legal and regulatory and sectoral requirements and adhere to them.
- 3.1.2. Carrying appropriate insurances for the work being undertaken.
- 3.1.3. Ensuring Members of Staff are aware of and adhere to the quality management procedures and standards applicable within their organisation.
- 3.1.4. Ensuring Members of Staff are aware of all the security procedures applicable within their organisation.
- 3.1.5. Ensuring appropriate vetting of Members of Staff is undertaken.
- 3.1.6. Ensuring that a complaints resolution procedure is in place and that Clients are aware of it.
- 3.1.7. Ensuring that all complaints from Clients are dealt with properly through to resolution.
- 3.1.8. Ensuring that responsible corrective action is taken to resolve any problems that may arise, even if such actions are beyond the Company's responsibility.
- 3.1.9. Providing general information to CREST concerning contact details and the legal status of the company.
- 3.1.10. Taking responsibility for their actions and decisions and those of their Members of Staff.
- 3.1.11. A commitment to creating a diverse, equitable and inclusive workplace that will inspire innovation, encourage creativity, foster well-being, and build a respectful, supportive, inclusive and safe work environment for every Member of Staff.
- 3.1.12. Companies will advise CREST at the earliest opportunity if they become aware of a breach or suspected breach of any of the following:
  - (i) the Non-Disclosure Agreement or any non-disclosure provisions; and/or
  - (ii) the CREST Examination Candidate Non-Disclosure Agreement, and in particular those clauses relating to Examination Content; and/ or
  - (iii) the Code of Conduct for Companies.

### 3.2. Professional Representation

- 3.2.1. All Companies will represent CREST to the public in a professional manner.
- 3.2.2. A Company undertakes to represent itself as a Member Company of CREST only if they have successfully completed a CREST audit of their quality processes, data handling procedures, technical methodologies and any other assessment criteria required by CREST for delivery of a Service Accredited by CREST. For the avoidance of doubt, Pathway and Pathway+ Companies are not permitted to identify themselves as a CREST Member Company or an Accredited Member Company.
- 3.2.3. Each Company undertakes to use the CREST logo, icons and any branding in accordance with the guidelines that have been provided to them.
- 3.2.4. A Company will not advertise, publish nor authorise the same for publication any article in any medium that is derogatory to CREST or to the dignity of the industry or to an individual, nor shall they authorise the same to be written or published by others.

- 3.2.5. A Company will not act in any way to bring CREST into disrepute. This includes, but is not limited to, disparaging CREST or depicting CREST in an objectionable manner (as determined by CREST in its sole discretion).
- 3.2.6. Where a Company is also a member of another Body, the clauses in any other applicable Code of Conduct cannot be used to diminish or negate the clauses in this CREST Code of Conduct.

### 3.3. Regulations

- 3.3.1. All Companies must maintain a thorough understanding of relevant regulations and guidelines and communicate changes to relevant Members of Staff. In particular:
  - (i) Legislation concerning the use and misuse of electronic processing systems.
  - (ii) Regulations applicable to the security of electronic processing systems.
- 3.3.2. Companies engaged in assignments abroad must comply with local legislation and regulations. Members should adhere to local ethical guidance and good practice, follow the guidance of CREST if in doubt, and may seek advice from reputable bodies in country if necessary.
- 3.3.3. Companies must keep up to date with new standards and regulations and promote their adoption as appropriate.
- 3.3.4. Companies must act at all times in a manner that gives full effect to their obligations under legal and regulatory frameworks and ensure that their Members of Staff do likewise.

### 3.4. Competencies

- 3.4.1 Each Company must keep up to date with the threats, vulnerabilities to those threats and the range of countermeasures available to avoid, reduce, or transfer risk and must regularly communicate these to relevant Members of Staff.
- 3.4.2 Companies should promote a culture where everyone recognises the importance of cyber security, strives to improve its quality and is aware of their responsibilities.
- 3.4.3 Companies should encourage incident reporting within their organisations to identify potential breaches of security.
- 3.4.4 Companies should have in place ongoing professional development programmes for all Members of Staff.
- 3.4.5 Companies must ensure that any internal training provision does not breach the Member Company or CREST Examination Candidate Non-Disclosure Agreement and in particular those clauses relating to Examination Content.
- 3.4.6 Each Company must inform CREST immediately of matters affecting their capability to continue to fulfil the CREST requirements.

### 3.5. Client Interests

All Companies must respect the interest of the Client and act in their best interests at all times.

- 3.5.1 Companies will ensure that they utilise professional judgement and act with professional objectivity and independence at all times. In this context, "independence" is taken to mean "independence of relationships which might be taken to impair objectivity".

- 3.5.2 Companies must not disclose to any third party, formally or informally, any information about their Clients or results of any assignments without the specific approval of the Client and/or unless obliged to do so by law or a governing Regulator or a Scheme owner.
- 3.5.3 Companies must declare any personal gains, financial or otherwise, that they may make from any proposed work and not falsify or conceal information for their own benefit.
- 3.5.4 Companies will seek to avoid any situation that may give rise to a conflict of interest between them and their client.
- 3.5.5 Companies will only accept those assignments for which they are qualified and competent to undertake. The Company will take responsibility for informing the Client if there is a question about the technical value of a particular engagement or aspect of the engagement.
- 3.5.6 Companies will safeguard the confidentiality of all information concerning their Clients.
- 3.5.7 Companies must disclose any interests in products which they may recommend to their Client.
- 3.5.8 Companies will not handle Client finances or place orders in their Client's name without prior written permission from the Client.

## 3.6. Sanctions

- 3.6.1. If CREST receives evidence of a breach of this Code of Conduct, sanctions may be applied to the Company in question which include (but are not limited to):
  - (i) Immediate suspension or revocation of Pathway or Pathway+ status and removal from the CREST website
  - (ii) Barring Members of Staff from attempting CREST examinations. CREST reserves the right to set a period of time for such a bar or to invoke such a bar indefinitely.
  - (iii) Barring the Company in question from submitting another application to CREST. CREST reserves the right to set a period of time for such a bar or to invoke such a bar indefinitely.
  - (iv) Legal action for breach of a Non-Disclosure Agreement.
  - (v) Legal action for any theft of CREST intellectual property.
  - (vi) Informing appropriate third parties if the decision is suspension or removal from membership.
  - (vii) The right to reclaim the costs associated with any investigation into a breach of either this Code of Conduct or a Non-Disclosure Agreement.

## 3.7. Ethics

- 3.7.1. All Companies agree to abide by the CREST Code of Ethics.
- 3.7.2. All Companies must ensure that their Members of Staff treat all people with respect and dignity and challenge any form of harassment, discrimination, intimidation, exploitation or abuse.

## 4. Additional requirements for Accredited Member Companies

### 4.1. Promotion of Good Practices

In addition to the requirements applicable to all Companies at 3.1, Member Companies must promote further good practices which include, but are not limited to, the following:

- 4.1.1. Ensuring that all Consultants and Members of Staff responsible for the management of or undertaking CREST Assignments have access to and are made aware of the policies, procedures and methodologies required under the Member Company Application Form and referenced in the Company's completed CREST Application Form. These include, but are not limited to ensuring that appropriate vetting of Members of Staff is undertaken and changes in circumstances are notified to CREST.
- 4.1.2. Ensuring that a complaints resolution procedure is in place and that Members of Staff responsible for dealing with CREST Assignment Clients are fully aware of and comply with it.
- 4.1.3. Ensuring that Members of Staff are aware of the CREST measures for resolving complaints [see Appendix A of this CREST Code of Conduct].
- 4.1.4. Ensuring that their clients are aware of the CREST complaints handling process and its independence.
- 4.1.5. Ensuring that CREST functions and responsibilities are included in their company's induction procedure for all relevant Members of Staff, including those responsible for managing assignments, undertaking CREST assignments, bid managers and administration.
- 4.1.6. Ensuring that Members of Staff responsible for the management of CREST Assignments are provided with adequate training in the tools and techniques to be applied.
- 4.1.7. Ensuring that CREST is advised within 30 days when a Consultant leaves the employment of the Member Company, particularly where such a departure will impact on the Member Company's status within CREST as referred to on the CREST website.
- 4.1.8. Member Companies will advise CREST at the earliest opportunity if they become aware of a breach or suspected breach of the Code of Conduct for Consultants Engaged in CREST Accredited Service delivery.

### 4.2. Professional Representation

In addition to the requirements applicable to all Companies at 3.2, Member Companies must also comply with the following:

- 4.2.1 Each Member Company will use the CREST logo if undertaking an assignment as a CREST Assignment.
- 4.2.2 Each Member Company will provide CREST contact details in the tender and/or contractual documentation for a CREST Assignment and include reference to the CREST Complaints Handling Process.
- 4.2.3 Each Member Company will provide details of the qualifications held by those undertaking the CREST Assignment including those engaged in scoping, conducting or supporting in any way [see Clause 2.4.1(ii)] and signing off CREST Assignments.

### 4.3. CREST Assignments

All CREST Member Companies must define technical information security assignments in accordance with the following:

- 4.3.1 Each Member Company will clearly state to their Client where an assignment is undertaken under the CREST name and utilising their Consultants. Equally, each Member will clearly state in the tender or contractual documentation if the work is not being run under CREST rules, regardless of whether their Consultants are being utilised.
- 4.3.2 Members Companies will conduct CREST Assignments in accordance with the Member Company methodology as defined in the Member Company Application Form, with each task led by a suitably qualified Consultant.
- 4.3.3 Each Member Company will provide CREST contact details within each assignment if it is being conducted as a CREST Assignment and will reference the CREST Complaints Handling Process, the CREST Code of Conduct for Member Companies and the ethical requirements placed on them by CREST.
- 4.3.4 Each Member Company must understand fully the corporate objectives of the Client that underpin the proposed assignment, the scope, any issues, the constraints and any risks that need to be addressed. A risk assessment should be conducted prior to commencement of a CREST Assignment.
- 4.3.5 Each Member Company should understand the desired business benefits for the Client as a result of the assignment and how they will be measured.
- 4.3.6 The Member Company must fully explain the assignment deliverables.
- 4.3.7 Member Companies will not misrepresent or withhold information relating to the performance of products, tools, systems or Services (unless bound by confidentiality) nor take advantage of the lack of pertinent knowledge or the inexperience of others to mislead or misrepresent.
- 4.3.8 The Member Company must ensure that the scope of the CREST Assignment is fully documented, including any exclusions or restrictions to be applied and the location of the assignment.
- 4.3.9 The Member Company will ensure that Consultants holding the appropriate certification(s) are utilised in any CREST Assignment or that are required to satisfy the criteria for a particular Scheme.
- 4.3.10 Each Member Company will define the information and Services that will be provided to the Client. They must offer constructive written challenge to the Client if:
  - (i) The requirement is unrealistic.
  - (ii) Any of their Client's expectations are unreasonable.
  - (iii) Any of the Client's requests are illegal or unethical.
  - (iv) Their professional advice is overruled which would result in danger or loss for the Client. In these cases, the likely consequences must be outlined in writing to the Client.
- 4.3.11 Each Member Company must devise an acceptance strategy that will fairly demonstrate that the requirements of the assignment have been met.
- 4.3.12 Member Companies must practice responsible reporting at all stages of a CREST Assignment and ensure that any serious issues identified that require more formal reporting are highlighted to the client.
- 4.3.13 Each Member Company must be able to define the escalation/exception procedures to be followed in the event of deviation from the Assignment.
- 4.3.14 Member Companies must recognise the scope and applicability of any techniques or tools and resist any pressure to use inappropriate methods that do not comply with methodologies described in the Member Company Application Form.
- 4.3.15 All Member Companies must understand the limitations of their Consultants and what their certifications qualify them to do. The Member must not make misleading claims about the expertise of their Consultants and Members of Staff.

- 4.3.16 All Member Companies must ensure that any CREST Assignments that they undertake are covered by appropriate contract terms and that all local legislation of the country in which the assignment is being run and any sectoral requirements have been correctly authorised and are complied with.
- 4.3.17 Each Member Company must ensure that Consultants engaged in a CREST Assignment are familiar with their obligations under the CREST Code of Conduct for Consultants Engaged in CREST Accredited Service delivery.
- 4.3.18 All Member Companies must ensure that if an assignment is delivered for Services that the Member Company has not been Accredited for by CREST, that the Report provided to the Client clearly states that the Services are not covered by the Member Company's CREST Accreditation.

## 4.4. Additional Sanctions

In addition to the Sanctions outlined at Clause 3.6, if CREST receives evidence of a breach of this Code of Conduct, sanctions may be applied to the Member Company in question which include (but are not limited to):

- 4.4.1 Immediate suspension or revocation of CREST membership and removal from the CREST website.
- 4.4.2 CREST reserves the right to suspend or remove a Member Company from membership if they are found to have breached the requirements of the Service for which they have been Accredited.

## 5. Signatures

Your agreement means that you accept these terms and agree that your data may be shared with CREST (International) and other CREST Regional Councils.

## Amendment List

This document has been amended in the areas described below:

a. Section reference b. Clause Reference c. Date Issued	Description of Changes	Authorised by	Version No. issued
a. 6 b. 6.2 c. 28.09.2022	OVS icons added	Elaine A Luck	21
a. 6 b. 6.6 (6.6.4 new) c. 28.10.2022	Clarification of use of logo by CREST Qualified Individuals	Elaine A Luck	22
a. 3 b. 3.2.8 c. 12.01.2023	New clause	Elaine A Luck	23
a. 3 b. 3.3.16 c. 12.01.2023	CREST assignment terms clarified	Elaine A Luck	23
a. 6 b. 6.2 c. 15.12.2023	Errors in STAR and STAR-FS logos corrected	Elaine A Luck	24
a. Throughout b. c. 15.12 2023	Reference to Chapters replaced by Regional Council. Appropriate definitions added.	Elaine A Luck	24
a. N/A b. c.	Telephone number removed from back page	Elaine A Luck	25
a. Throughout b. c. 30.08.2024	Extensive revision throughout to include relevance to Pathway and Pathway+ companies in addition to Accredited Members	Elaine A Luck	26
a. 5 b. c. 11.09.2024	Signature block removed	Elaine A Luck	26
a. b. c.			
a. b. c.			



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