

APPENDIX 1

TRAINING CONSORTIUM MEMBERSHIP RULES

Definitions:

The Consortium means ESaT Ltd (JAUPT Centre Approval Number AC02444), 51 Villa Walk, Swineshead, Lincolnshire PE20 3FE

Consortium Member means the person or organisation registered with the Consortium to conduct Driver CPC training courses as an approved member.

Trainer means any person who is recorded with the Consortium to deliver Driver CPC training courses on behalf of the relevant Consortium Member.

Course means any classroom-based, site-based or remotely delivered training course conducted by a Consortium Member.

Candidate means any person attending a training course conducted by a Consortium Member.

1. Consortium Members agree to uphold the standards of the Consortium and take no action that would bring the Consortium or other Consortium Members into disrepute.
2. ESaT Ltd reserve the right to refuse to upload details of any Course or Candidate where there are concerns over the conduct or delivery of the Course in question.
3. Consortium Members must notify the Consortium of courses being conducted no later than 48 hours prior to the start of the Course, or cancellation of Courses no later than 24 hours prior to the start of the Course. In circumstances where this is not possible ESaT Ltd must be notified as soon as is practicable.
4. Consortium Members agree to carrying out the required driving licence entitlement and identity checks prior to training courses being held and that only details of eligible drivers will be submitted for uploading.
5. Consortium Members must provide the Consortium with course dates and driver details for the purpose of uploading within 24hrs of the course being held. This must be by emailing a correctly and fully completed copy of the course Attendance Record.
6. Course registers must be accompanied by risk assessments for on site training.
7. Course registers must be accompanied by feedback documents for each attendee, if delivered on site feedback forms must be signed.
8. Incorrectly or partially completed attendance records will not be accepted by the Consortium and will be returned to the Consortium Member for proper completion. Any delays in uploading Candidates details caused will be entirely the responsibility of the Consortium Member.
9. Additional administration activities outside of the normal course administration due to excessive consortium member errors, returned registers, course scheduling issues will be subject to additional administration charges billed at £100 per hour.
10. Consortium Members must issue to all Candidates a Fair Processing Notice, detailing what personal information is collected; why it is collected; who it may be shared with; and how it is retained by the Consortium Member.
11. Consortium Members must deliver training according to the schedules depicted in the relevant Driver CPC Course Layout(s), using only the registered course material and in accordance with the regulations. Failure to comply with this may result in the revocation of Candidates' training hours from the DVSA Recording and Evidencing database.

12. Consortium Members must deliver training according to the guidance given regarding repetition of training modules and in accordance with the regulations. Failure to comply with this may result in the revocation of Candidates' training hours from the DVSA Recording and Evidencing database.
13. Training material will be provided by the Consortium electronically (by flash drive, download or DVD) and while layout and appearance may be altered, and course content can be added to, no original content may be removed.
14. All Trainers must be recorded with the Consortium and DVSA. Consortium Members must only use Trainers appropriately qualified to provide this training and provide evidence of the Trainer's suitability to train.
15. Consortium Members must inform the Consortium as soon as possible of any changes of contact details, Trainers or other relevant personnel.
16. Consortium members must only use the Driver CPC logo on any presentations, websites, promotion materials, etc. in accordance with guidelines detailed in this manual.
17. Consortium Members must agree to audits by the Consortium and any other organisation entitled to do so and allow the Consortium access to Trainers for the purposes of training and auditing.
18. Consortium Members who fail to notify the Consortium of a cancelled classroom- or site-based training course that the Consortium or DVSA has subsequently attempted to audit will be charged a basic fee of £250 plus additional charges to cover any travel expenses.
19. Consortium Members must keep all personal data secure and record training and Candidate information for a minimum of 6 years by retaining Attendance Records, Feedback Forms, copies of driving licences (where required) and proof that Certificates of Attendance have been issued.
20. Certificates of Attendance must be provided to all Candidates on completion of each course by Consortium Members. These should be issued to holders of both UK and non-UK driving licences.
21. Consortium Members must hold adequate and appropriate insurances where required and provide evidence to the Consortium when requested.
22. Consortium Members must ensure that all venues and facilities used to deliver training courses are suitable and provide details of any venue risk assessments undertaken to the Consortium when submitting registers.
23. Consortium members must have an effective complaints procedure in place that will be followed any individual or organisation have a problem with any training delivered, any Trainer involved, or any other aspect of the service provided.
24. Consortium Members must pay promptly any fees owed to the Consortium. Membership of the Consortium may be cancelled at any time by either party. No fees are refundable once paid.
25. Consortium Members who bring the Consortium into disrepute, fail to pay fees, do not adhere to the Consortium rules or do not follow the guidance may be subject to any of the following actions:
 - a. Suspension from the Consortium until such time as any breach has been remedied
 - b. Expulsion from the Consortium
 - c. Being reported by the Consortium to DVSA
26. Consortium Members who fail to pay any outstanding fees owed to the Consortium will additionally be responsible for any costs incurred by the Consortium in the recovery of those fees.

27. Consortium Members who resign or who are expelled from the Consortium will have the endorsement of the Consortium withdrawn and will not be able to carry out Driver CPC training under Consortium Membership using Consortium material or use the Driver CPC Consortium Member logo.
28. Consortium Members who leave the Consortium, for whatever reason, must return to the Consortium any training material that has been provided as this remains the property of the Consortium.
29. Course presentations and course layouts are the property of the Consortium and must not be copied, used, or given to any other organisation or persons other than the Trainer(s) registered by the Consortium Member to deliver their training. Members who leave the Consortium must not use the course presentations or layouts for any reason nor pass these materials on to any other organisation or persons.