

EUSR Approved Trainer Terms and Conditions

1) Parties to the Agreement

- a) These Terms and Conditions set out the agreement between Energy & Utility Skills Limited trading as EUSR (“EUSR”) and the Trainer in relation to the Trainer’s approval to deliver of EUSR schemes Safety Health and Environmental Awareness (SHEA), National Water Hygiene and Safe Control of Operations (SCO) (“the scheme”).
- b) References in these Terms and Conditions to EUSR are to Energy & Utility Skills Limited (company number 03812163) whose registered office is at 6th Floor 60 Gracechurch Street London EC3V 0HR; and references to the Trainer are to the person approved to deliver the scheme and signing these Terms and Conditions.
- c) No variation of this agreement will be effective unless agreed in writing by EUSR. EUSR will, periodically, update EUSR Approved Trainer Terms and Conditions which the Trainer must sign to confirm their continued compliance. Failure to sign any updated Terms and Conditions could result in the suspension of the Trainer’s approval to deliver the scheme.
- d) These Terms and Conditions are subject to English law.

2) Trainer Approval

- a) Trainer’s delivering the scheme must be approved by EUSR; approval can be given for Trainer’s to deliver more than one of the schemes, provided the approval criteria for each individual scheme is met. Trainers must attend a scheme specific Trainer Approval Workshop as part of the approval process.
- b) Approval of a Trainer is at EUSR’s sole discretion and EUSR’s decision as to whether a Trainer is approved by EUSR is final; approval as a Trainer is a once only activity and any approval will last until such time the Trainer ceases to be approved by EUSR to deliver the scheme as detailed in Clause 16.
- c) We reserve the right to inform and share with an employer or EUSR Approved Provider, the Trainer’s approval status where the employer or EUSR Approved Provider has a direct payment relationship to us (“payee centre”).
- d) Approval to deliver the scheme is personal to the Trainer and the Trainer must not delegate or sub-contract the delivery of any scheme for which they are personally approved.
- e) It is the Trainer’s responsibility to notify EUSR immediately of any change in contact details including address, mobile number, and email address.

3) Scheme Training Materials and Intellectual Property Rights

- a) EUSR permits the Trainer to use EUSR training delivery and assessment materials (“training materials”) for the sole purpose of delivering the scheme for which they are intended and for which the Trainer is approved to deliver.
- b) EUSR training materials must not be used other than as specified in the Scheme Specification and/or Programme Leaders Guide; or be changed in any way; or be used by anyone other than the Trainer, including other Trainer’s with their own approval to deliver the same scheme.

- c) The Trainer may appoint an individual with the role of Lead Administrator or Administrator within QuartzWeb to access and/or print the training materials on their behalf.
- d) All intellectual property rights of all training materials are, and remain, the sole property of EUSR.
- e) Trainer's must immediately inform EUSR if any training materials are lost or stolen.

4) Training and Assessment Delivery

- a) The Trainer must deliver training as specified in the applicable Scheme Specification and/or Programme Leader's Guide.
- b) All assessments must be invigilated to the Scheme Specification and/or Programme Leader's Guide requirements; all assessments must be conducted so that individuals participating in an assessment respond independently of other individuals and there is no cheating or collusion.
- c) The Trainer must always maintain the security of all training materials.
- d) The Trainer must use facilities and equipment that provide appropriate access and space for training delivery and assessment purposes.

5) Quality Assurance

- a) The Trainer must assist and fully cooperate with EUSR in relation to quality assurance activities, including monitoring, audits, observations of training, investigations, or requests for information.
- b) The Trainer must comply with EUSR's Quality Assurance Processes specified in the applicable Scheme Specification and/or Programme Leader's Guide or any other EUSR documentation, applicable to the delivery and assessment of the scheme.

6) Policy, Processes, Documentation and Scheme Updates

- a) EUSR will, periodically, make amendments to policies, processes or documentation and the Trainer will be notified via a Technical Bulletin. It is the Trainer's responsibility to ensure that, where action is required, the action is taken; failure to do so could result in the suspension of the Trainer's approval to deliver the scheme; Technical Bulletins are also available on the EUSR website www.eusr.co.uk.
- b) Schemes and related training materials are reviewed and updated by EUSR periodically and the Trainer must attend any EUSR Trainer briefings relating to scheme updates.

7) Legislation and Regulations

- a) The Trainer must comply with all applicable UK laws, regulations and guidance, including but not limited to; Health and Safety, Data Protection, Equality and Diversity.
- b) The Trainer must ensure facilities and equipment used for the delivery of any scheme and assessment complies with Health and Safety legislation and regulations.
- c) The Trainer must maintain suitable records to demonstrate compliance with this clause.

8) EUSR Policies

- a) The Trainer must comply with EUSR policies on Malpractice and Maladministration, Sanctions, Appeals and Enquiries About Results, Conflict of Interest, Identity Verification, Reasonable Adjustments and Special Identity Considerations, Complaints and Whistleblowing, as amended from time to time and on the EUSR website www.eusr.co.uk.
- b) EUSR will, periodically, make amendments to its policies, and the Trainer will be notified via a Technical Bulletin. It is the Trainer's responsibility to ensure that, where action is required, the action is taken; failure to do so could result in the suspension of the Trainer's approval to deliver the scheme; Technical Bulletins are also available on the EUSR website www.eusr.co.uk.
- c) The Trainer must maintain suitable records to demonstrate compliance with this clause.

9) Complaints and Appeals

- a) EUSR will use reasonable endeavours to respond to any complaint within five working days and will investigate complaints promptly and thoroughly in accordance with its Complaints and Appeals, and Enquiries about Results policies, as amended from time to time and displayed on the EUSR website, www.eusr.co.uk.
- b) The Trainer must operate a Complaint and Appeals Handling process; individuals who participate in training under any scheme must be provided with information and support to access the Trainer's complaints and appeals processes.
- c) The Trainer must maintain suitable records to demonstrate compliance with this clause.

10) Malpractice and Maladministration

- a) The Trainer must take all reasonable steps to prevent incidents of malpractice or maladministration from occurring and must notify EUSR promptly of any incidents of malpractice or maladministration, in accordance with the requirements of EUSR's Malpractice and Maladministration Policy.
- b) The Trainer must maintain suitable records to demonstrate compliance with this clause.

11) Conflict of Interest and Confidentiality

- a) The Trainer must take all reasonable steps to avoid any conflict of interest and where, having taken all such reasonable steps, a conflict cannot be avoided, record appropriately, inform EUSR and monitor and responsibly manage the conflict of interest.
- b) EUSR will take all reasonable steps to avoid conflicts of interest on any registration activity that involves the use of our services, including the sharing of information with a third party on whose behalf the Trainer delivers training and assessment, where EUSR has a direct relationship with regards to payment for EUSR registration ("payee centre"); this information includes the status of the Trainer's approval with EUSR.
- c) Both parties will always treat all documents and information provided by the other party during or in connection with these Terms and Conditions as confidential. Information disclosed by a party under these Terms and Conditions shall not be used by the receiving party except for the purposes for which it was made available and shall not be disclosed by the receiving party to any other person without the prior written consent of the disclosing party of the information.
- d) The Trainer must maintain suitable records to demonstrate compliance with this clause.

12) Identification Verification

- a) The Trainer must check and confirm the identity of all individuals in accordance with EUSR's Identity Verification policy.
- b) The Trainer must maintain suitable records to demonstrate compliance with this clause.

13) EUSR Registration

- a) The Trainer must register all individuals completing any EUSR scheme, training and assessment within 28 days of assessment of the scheme.
- b) The Trainer must check and confirm the identity of all individuals attending an EUSR scheme training and assessment; mitigate against the risk of identity fraud and theft by all means possible; identities must be verified in compliance with EUSR's Identity Verification Policy and as amended periodically, found on www.eusr.co.uk.
- c) If a Trainer does not submit any EUSR registrations within a 12-month period, EUSR may suspend or remove the Trainer's approval to deliver the scheme and/or access to QuartzWeb.

14) Payment

The Trainer must pay the following fees to EUSR:

- i) A Trainer Approval fee which is payable on application for approval to deliver the scheme.
- ii) A Scheme update briefing fee, if requested.
- iii) The EUSR registration fee for each individual trained and assessed by the Trainer.
- d) EUSR may periodically review and change such fees and will always notify the Trainer with reasonable notice in advance of any changes.
- e) All fees are subject to VAT.
- f) The Trainer must pay each invoice for fees presented to them by EUSR in full within 30 days of the date of the invoice.
- g) If the Trainer fails to pay any invoice by its due date, EUSR reserves the right to charge payment interest on the overdue amount at 4% per annum above the Bank of England's prevailing base rate.
- h) Where a Trainer arranges for a payee centre to be invoiced direct for EUSR registration fees, it is the Trainer's responsibility to ensure payment is made by the payee centre in accordance with EUSR's payment terms.

15) Retention of records, access to records, people, and premises

- a) The Trainer must retain all records relating to participating individuals, including details of achievement, assessment and identity checks in an accurate, timely and secure manner, for at least the period of the EUSR registration, relating to the training and assessment undertaken and in compliance with relevant Data Protection Legislation.
- b) The Trainer must provide EUSR with reasonable notice (which shall usually be at least 7 days), with access to premises, people and records as required for the purpose of assessing delivery of any training and assessments and/or verifying your compliance with these Terms and Conditions.

16) Data Protection

- a) For the purposes of these Terms and Conditions, 'Data Protection Legislation' means Retained Regulation (EU) 2016/679 (UK GDPR), the Data Protection Act 2018 ("DPA"), and any regulations and secondary legislation, as amended or updated from time to time, in the UK.
- b) Under these Terms and Conditions and the provision of the Services, each party is an independent Data Controller in respect of personal data shared.
- c) EUSR and the Trainer, at their own expense, shall each comply with all applicable requirements of the Data Protection Legislation and in relation to the delivery of the scheme.
- d) EUSR will collect and process information relating to the Trainer in accordance with the Privacy Notice provided to the Trainer by EUSR, as amended periodically, and displayed on the EUSR website.
- e) The Trainer must ensure they have all necessary notices and consents to share the personal data of individuals to EUSR for the purpose of EUSR registration.
- f) The Trainer must inform individuals how their personal data will be used and use personal data of individuals only for the purpose of delivering training and assessment to those individuals and registering them on EUSR.
- g) The Trainer must not disclose or allow access to the personal data of individuals to any unauthorised third party, and ensure that any persons authorised by the Trainer to process personal data on their behalf keep such data confidential; personal data must not be transferred outside of the United Kingdom.
- h) The Trainer must maintain suitable records to demonstrate compliance with this clause.

17) Termination

- a) The Trainer must inform EUSR if they cease to deliver a scheme.
- b) Each party may terminate this agreement, without the need to give any reasons, by giving at least one month's written notice to the other and the agreement shall then terminate at the end of the specified notice period.
- c) EUSR may terminate this agreement immediately by written notice to the Trainer if the Trainer commits any breach of their obligations under these Terms and Conditions and fails to remedy such breach within 14 days of written notice, requiring the breach to be remedied; or EUSR is entitled to do so under the terms of its Sanctions Policy; or EUSR registrations have not been submitted within a twelve-month period; or the Trainer is subject to an Insolvency Event.
- d) Upon ceasing to deliver the scheme, the Trainer must return any training materials promptly; cease to use the EUSR logo or associated branding; and immediately cease describing themselves as an EUSR approved trainer.
- e) In the event of EUSR terminating this agreement or the Trainer ceasing to deliver the scheme, EUSR will remove the Trainer's access to QuartzWeb and remove the Trainer's details from the EUSR Website.

Terms and Conditions Signatures

Trainer Declaration

By signing these Terms and Conditions, I agree to adhere to these Terms and Conditions, as amended from time to time, and I understand that failure to comply with these Terms and Conditions may result in the suspension or removal of Trainer approval.

Trainer	
Signature	
Name (Print)	
Date	
Email address	
Mobile Number	

EUSR	
Signature	
Position	
Name (Print)	
Date	
Email address	