

## Trainer Terms and Conditions

### 1. Approval and Trainer Approval Workshop

- ✓ These terms and conditions set out the agreement between Energy & Utility Skills and the Trainer in relation to the Trainer's approval to deliver, and the delivery of, Energy & Utility Skills Passport schemes.
- ✓ References in these terms and conditions to Energy & Utility Skills are to Energy & Utility Skills Limited (company number 03812163) whose registered office is at Friars Gate, 1011 Stratford Road, Shirley, Solihull, B90 4BN; and references to the Trainer are to the person signing these terms and conditions.
- ✓ References in these terms and conditions to Energy & Utility Skills Passport schemes ("Passport schemes") are to National Water Hygiene scheme, Safety Health and Environmental Awareness (SHEA) schemes and Safe Control of Operations scheme only.
- ✓ Trainers delivering Passport schemes must be approved by Energy & Utility Skills; approval can be given for Trainers to deliver more than one Passport scheme, provided the criteria for each is met. Trainers must attend a scheme specific Trainer Approval Workshop before they can deliver a Passport scheme.
- ✓ Approval of a Trainer is at Energy & Utility Skills' sole discretion and Energy & Utility Skills decision as to whether a Trainer is approved by Energy & Utility Skills' to deliver a Passport scheme shall be final.
- ✓ An approval to deliver a Passport scheme is personal to the Trainer and the Trainer shall not delegate or sub-contract the delivery of any such scheme.

### 2. Scheme Training Material and Intellectual Property

- ✓ Energy & Utility Skills permits the Trainer to use Energy & Utility Skills training delivery and assessment materials ("training materials") for the purpose of delivering the Passport scheme for which they are intended and for which the Trainer has been approved to deliver.
- ✓ Energy & Utility Skills training materials must **not**:
  - ✗ Be used other than as specified in the applicable scheme specification and Trainer Approval Workshop
  - ✗ Be changed in any way without the permission of Energy & Utility Skills
  - ✗ Be used by anyone other than the Trainer they are issued to, including but not limited to other Trainers who may have their own approval to deliver the same scheme
- ✓ All intellectual property rights in the training materials shall be, and remain, the sole property of Energy & Utility Skills.
- ✓ Trainers must immediately inform Energy & Utility Skills if any training materials are lost or stolen.

### Trainer Responsibilities:

#### 3. Delivery and Assessment

The Trainer shall:

- ✓ Deliver training as specified at the Trainer Approval Workshop and as detailed in the applicable scheme specification
- ✓ Ensure that assessments are conducted with reasonable care, skill and diligence and that individuals participating in the assessments respond independently of other individuals. Where an assessment is required to be completed under specified conditions, the Trainer must ensure that individuals complete the assessment under those conditions.
- ✓ Maintain the security of all training materials at all times.

<ul style="list-style-type: none"> <li>✓ Use facilities/rooms that provide appropriate access and space for delivery and assessment purposes.</li> <li>✓ Observe all health and safety rules and regulations and any other security requirements that apply at any premises where the Trainer is delivering a Passport scheme.</li> </ul>
<b>4. Quality assurance, monitoring and investigations</b>
<ul style="list-style-type: none"> <li>✓ The Trainer shall assist and fully cooperate with Energy &amp; Utility Skills in relation to quality assurance activities, including monitoring, audits and investigations</li> <li>✓ Trainers shall comply with the quality assurance processes specified in any applicable scheme specification or any other Energy &amp; Utility Skills documentation applicable to the delivery and/or assessment of a scheme.</li> </ul>
<b>5. Trainer briefings</b>
<ul style="list-style-type: none"> <li>✓ Passport schemes and related training materials will be updated and subject to development from time to time. The Trainer shall attend Energy &amp; Utility Skills briefings relating to scheme developments and updates (note: these briefings incur a charge). Failure to attend briefings will result in the Trainer losing approval to deliver the relevant scheme.</li> </ul>
<b>6. Legislation and Regulations</b>
<p>The Trainer shall:</p> <ul style="list-style-type: none"> <li>✓ Comply with all applicable laws, regulations, including health and safety, equality and competition laws.</li> <li>✓ Ensure all equipment, resources and accommodation used for the purpose of delivery of any scheme and/or assessment under that scheme complies with Health and Safety legislation and regulations.</li> </ul>
<b>7. Policies</b>
<p>The Trainer shall:</p> <ul style="list-style-type: none"> <li>✓ Comply with Energy &amp; Utility Skills policies on Malpractice and Maladministration, Sanctions, Appeals, Enquiries About Results, and Whistleblowing, as amended from time to time.</li> <li>✓ Operate a complaint handling policy; individuals who participate in training under any Passport scheme must be provided with information and support to access appeals and complaints processes.</li> </ul>
<b>8. Malpractice and Maladministration</b>
<p>The Trainer shall:</p> <ul style="list-style-type: none"> <li>✓ Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.</li> <li>✓ Notify Energy &amp; Utility Skills promptly of any incidents of malpractice or maladministration in accordance with the requirements of Energy &amp; Utility Skills' Malpractice and Maladministration Policy.</li> </ul>
<b>9. Conflict of Interest</b>
<ul style="list-style-type: none"> <li>✓ The Trainer shall 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 disclose to us, monitor and properly manage the conflict.</li> </ul>
<b>10. Registration</b>
<p>The Trainer shall:</p> <ul style="list-style-type: none"> <li>✓ Register each individual who participates in any scheme training on EUSR in accordance with Energy &amp; Utility Skills requirements and always within 28 days of delivery and/or assessment of the scheme.</li> </ul>

- ✓ Inform Energy & Utility Skills of changes to the Trainer's personal details or if they cease to deliver Passport schemes.
- ✓ Take appropriate and reliable steps to confirm each participating individual's identity prior to delivery of the scheme or an assessment taking place.

### 11. Payment

- ✓ The Trainer shall pay the following fees to Energy & Utility Skills:
  - ✗ a trainer approval fee which is payable on applying for approval to deliver a Passport Scheme;
  - ✗ the fee payable for any briefing in relation to any scheme updates;
  - ✗ the applicable registration fee for each individual trained and/or assessed by the Trainer.
- ✓ Energy & Utility Skills reserves the right to review and change such fees annually and will notify the Trainer of any changes.
- ✓ The Trainer shall pay each invoice for fees presented to them by Energy & Utility Skills in full within 30 days of the date of the invoice.
- ✓ All fees are subject to VAT.
- ✓ If the Trainer fails to pay any invoice by its due date, Energy & Utility Services reserves the right to charge payment interest on the overdue amount at 4% per annum above the Bank of England's prevailing base rate.

### 12. Records

The Trainer shall:

- ✓ Retain records relating to individuals including details of achievement, assessment and verification in an accurate, timely and secure manner, for at least the period of the EUSR registration relating to the scheme or assessment undertaken and in compliance with relevant data protection legislation.

### 13. Data Protection

- ✓ For the purposes of this clause, "Data Protection Legislation" includes the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.
- ✓ Energy & Utility Skills and the Trainer shall each comply with all applicable requirements of the Data Protection Legislation and in particular in relation to the delivery of any Passport scheme.
- ✓ Energy & Utility Skills will collect and process information relating to the Trainer in accordance with the privacy notice provided to the Trainer by Energy & Utility Skills.
- ✓ The Trainer shall:
  - ✗ ensure that it has all necessary notices and consents to transfer the personal data of individuals to Energy & Utility Skills for the purpose of EUSR registration;
  - ✗ inform individuals how their personal data will be used;
  - ✗ use personal data of individuals only for the purpose of delivering training to, and assessing, those individuals, and registering them on EUSR;
  - ✗ not disclose or allow access to the personal data of individuals to any unauthorised third party;
  - ✗ ensure that any persons authorised by the Trainer to process personal data on its behalf keep such data confidential;
  - ✗ take appropriate steps to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
  - ✗ not transfer any personal data outside the European Economic Area (EEA); and

- ✘ maintain suitable records to demonstrate compliance with this clause.
- ✓ The Trainer shall notify Energy & Utility Skills as soon as possible on becoming aware of any breach of the Data Protection Legislation.
- ✓ The Trainer shall be responsible for any costs, expenses, damages and losses suffered or incurred by Energy & Utility Skills as a result of a breach of the Data Protection Legislation by the Trainer.

#### 14. Termination

- ✓ The Trainer shall inform Energy & Utility Skills if they cease to deliver a Passport scheme.
- ✓ Energy & Utility Skills shall be entitled to terminate the Trainer's approval to deliver Passport schemes in any of the following circumstances:
  - ✘ where Energy & Utility Skills is entitled to do so under the terms of its Sanctions Policy; or
  - ✘ where the Trainer fails to comply with their obligations under this agreement and does not rectify the failure within 14 days of being asked to do so by Energy & Utility Skills in writing.
- ✓ Upon ceasing to deliver a Passport scheme, the Trainer shall:
  - ✘ return any training materials promptly on request and immediately cease to use the Energy & Utility Skills logo or associated branding; and
  - ✘ immediately cease describing themselves as an Energy & Utility Skills approved trainer.

#### 15 General

- ✓ No variation of this agreement will be effective unless agreed in writing by Energy & Utility Skills.
- ✓ This agreement will be subject to English law.

By signing this document I agree to adhere to these terms and conditions and I understand that failure to comply with these Terms and Conditions may result in the suspension or withdrawal of approval.

Trainer's Name			
Trainers' Signature			EUSR ID
			No.
		Date	