**Grant of Licence**

SPA have developed a series of training courses called the 'SPA Passport Package(s)' and licence the rights to deliver the SPA Passport Package(s) and the materials produced by SPA in relation thereto. In consideration of the payment of the fees set out in the section 'Financial Information' and the performance of the other obligations set out in this agreement SPA agrees to grant to the organisation ("Training Provider") a non-exclusive and non-transferable licence to deliver the SPA Passport Package(s) in the United Kingdom subject to the conditions set out in this agreement below.

## Conditions of licence

Training Providers applying for a licence to deliver the SPA Passport Package(s) are required to comply with the following conditions:

- On application for a licence, and on the anniversary of the issue of a licence, an 'Acceptance of responsibilities' form should be completed and returned to the SPA passport administrator
- Training Provider has not or is currently not under any investigation for fraudulent delivery of any training scheme
- A list of course tutors are required to be provided. All tutors should complete a 'Tutor registration' form for each training provider they are delivering for
- Tutors should familiarise themselves with standard course materials and assessment procedures. It will normally be sufficient to supply experienced tutors with the relevant tutor notes and power point package(s)
- The SPA passport administrator should be advised, in writing, of any changes to details given in the original licence application
- SPA should be advised via the SPA online system at least 4 weeks in advance of any course the Training Provider wishes to run.
- Sector specific day training must be completed within 4 weeks of completing Core Day
- Only materials and assessment papers supplied by SPA may be used. Additional case studies, video clips / DVDs can be added as extra learning tools. YOU ARE NOT ENTITLED TO REMOVE OR EDIT ANY SPA COURSE MATERIAL!
- Delegates should be supplied with appropriate materials. As a minimum, each must have a course pocket guide ,name card, pens and paper.
- Courses can be delivered remotely via Zoom or Teams following separate terms and conditions issued. The link must be emailed to SPA manager prior to delivery.
- The required information and fees should be submitted to the SPA passport administrator within 10 working days of the end of the course.*This will enable the SPA passport administrator to issue permanent passports to the Training Provider within 10 working days of receipt of paperwork.

  *Except SPA MPQC Passports. The course paperwork is to be submitted to MPQC within 7 days of the end of the course. This will enable the SPA passport administrator to issue permanent passports to the Training Provider once instructed by MPQC.
- The Training Provider is responsible for the collection and submission of all fees relating to the training of individuals on each passport course
- Training Providers should ensure that passports are issued to successful delegates immediately after their receipt. The allocated minimum 6 hours face to face input time for the course should be strictly adhered to and maximum of **20** delegates per course permitted. No minimum requirement.

- Training Providers should ensure the security of assessment papers and passports during storage and transport
- SPA staff should be permitted reasonable access to records and documents relating to the organisation, delivery and assessment of the training
- Approval for promotional materials relating to courses should be sought from SPA prior to use
- The SPA Passport Package(s) and any courses can not be sublicensed or assigned.
- For training organisations with multiple centres, each centre will be considered individually

**Duration and Termination of licence**

- The licence will commence upon the commencement date set out in the list of charges which is attached to this licence and will continue on an annual basis thereafter subject to termination below.
- Either party shall be entitled to terminate the licence by giving written notice to the other at least 4 weeks prior to the anniversary renewal date of the licence.
- SPA shall be entitled to immediately terminate the licence without payment of compensation or other damages caused to the Training Provider by giving notice in writing to the Training Provider if any one or more of the following event happens:-
    - the Training Provider commits a material breach of its obligations under this agreement which is incapable of remedy which may include a failure to comply with the conditions stated above;
    - the Training Provider fails to remedy, where it is capable of remedy or persists in any breach of its obligations or conditions of licence under this agreement (save as to payment) after having been required in writing to remedy or desist from such breach within a period of 14 days;
    - any sum payable under this agreement is not paid within 14 days of its due date for payment in accordance with this agreement;
    - the Training Provider is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has an administrative receiver or receiver appointed over all or any part of its business, undertaking, property or assets; ceases to carry on business or any distress or execution is levied on its assets or in any other manner becomes insolvent.
- Upon termination of this agreement for whatever reason the licence shall cease to have effect and the Training Provider shall immediately return to SPA (or if SPA so requests, destroy) all course materials, documentation and any confidential information relating to the SPA Passport Scheme or belonging to SPA and shall make no further use of the same.
- If any problem(s) arise from a feedback form SPA reserve the right to visit, without prior notice, any Training Providers premises or any course they are running.

**Limitation of liability**

- This section sets out the entire liability of SPA in respect of any breach of this agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement.
- Nothing in this agreement shall exclude or limit SPA's liability for death or personal injury caused by SPA's negligence or for fraudulent misrepresentation.
- SPA shall not be liable for the following types of losses (whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise)
- Loss of profits, loss of anticipated savings, loss of business, and loss of revenue, loss of wasted management time or for any indirect or consequential loss or damage howsoever caused.
- Subject to the above SPA's total aggregate liability arising out of or in connection with this agreement whether for negligence or breach of contract or any case whatsoever shall in no event exceed the fees paid by the Training Provider.

**Warranties**

- SPA warrants that it has used reasonable skill and care in the preparation of the SPA Passport Package(s) and all materials and documentation relating thereto.
- SPA will not be liable for any misuse, modification, misrepresentation or removal of any SPA course materials or documentation forming part of the SPA Passport Package(s) by the Training Provider.

**Confidentiality**

- The privacy notice sets out how we may collect, use and share information about training providers, trainers and candidates who have attended an SPA accredited training course.
  We receive information directly from training providers in attendance registers and through other means. We hold and use this information as a data controller (whether on our own account, or in-common with our accredited organisations).
  The information which we collect or are provided with about you may include personal details together with details relating to your training and your registration for, and achievement of qualifications. We will retain this information in our management information system and some information may be held in an online secure database. We will hold this information for as long as it is necessary for us to use and share it as described in this privacy notice.

  We may disclose information relating to your training and qualifications to employers and third parties acting upon behalf of your employers.

- By signing the acceptance of responsibilities form you acknowledge and agree to the above, and the Competent Authority's processing of data in this way.

- The information which we hold may be checked with you from time to time to ensure that it remains up to date. Should your personal circumstances change, you should notify SPA immediately.
- The Training Provider shall keep secret and confidential all confidential information belonging to SPA disclosed or obtained as a result of this agreement and shall not disclose the same except for the proper performance of this agreement or with the consent of SPA. Confidential information shall include any secret or confidential commercial, financial, marketing or other information or know-how and "confidential" means the information is not publicly available.

**Application process**

- complete the application forms
- forward completed application forms, to the SPA passport administrator
- after ensuring that the Training Provider is able to meet the conditions and requirements outlined above, SPA will arrange an accreditation visit with the Training Provider
- applicant Training Provider will then be issued with the appropriate licence(s), package(s) once payment is received
- should an application be refused by SPA, reasons will be provided. The Training Provider has the option to re-apply once accreditation queries have been remedied.

**Pre-requisites – tutors**

Suitably qualified tutors should deliver or supervise the course. A suitable tutor will fulfil the following criteria:

- Core day - minimum requirements are NEBOSH General Certificate and demonstrable experience of training delivery and/or NVQ level 3.
- Sector specific day - to maintain integrity of the initiative, tutors must have:

  a health and safety qualification, minimum NEBOSH General Certificate level

  established experience as a tutor

  demonstrable relevant sector knowledge

For tutors with limited sector knowledge, client groups/NTOs may insist on attendance at a sector awareness training event, concluding with a written assessment.

All instructors must attend a passport training course to familiarise themselves with the course style and format. To expedite the process of obtaining sector passports for instructors, it is recommended that the applicant organisation, on securing the first commercial course, contact the SPA passport administrator for a list of approved Training Providers to facilitate the course. This would provide the applicant organisation with a 'full' training experience at a minimum cost.

As well as the above tutors wanting to train Mineral Products, Petrol Retail and Food and Drink extra requirements as specified:

- Petrol Retail – Tutor needs to arrange a day to spend on a Petrol Forecourt with the site operator, preferably during a tanker delivery and to familiarise themselves with the operations, hazards and control measures of a petrol filling station. SPA must receive written confirmation giving details of the visit
- Mineral Products – Each tutor needs to apply to MPQC to become a trainer, if they are accepted they will need to attend the MPQC/SPA Familiarisation day which is charged to the Training Provider before conducting any training. If they are deferred they will have to attend a 2 day industrial training programme ran by MPQC followed by the Familiarisation day, both of which are chargeable to the Training Provider.
- Food and Drink – Tutor must hold CIEH Level 3 or equivalent (intermediate food hygiene certificate) or show relevant work experience within the food industry.

**Pre-requisites – facilities and resources**

- course delivery is to be effected at a facility that is conducive to professional training
- the courses must be training room based which can comfortably accommodate a maximum of 20 candidates at tables or desks so that assessment tests can be conducted in a professional manner.

Suitable training aids must be provided for the instructor, including:

- PowerPoint
- Light Pro/Projector
- Laptop
- Flipchart
- Speaker

A training provider contact or nominated deputy must be available during normal working hours and be able to respond to queries relating to the scheme.

**Training Providers' responsibilities**

Training Providers are responsible for ensuring that:

- the SPA online system is updated in advance of all planned courses
    - show on website (only for Training Providers who have requested their courses to be advertised)
    - the start and finish date of the course
    - the region in which the course is taking place
    - the course venue, with its location and address
- all courses are delivered and assessed following the relevant SPA Passport Package(s) and materials
- all delegates attend all sessions, complete the course and undertake all the end assessments.
- all assessments to be completed under exam conditions, clear desk policy, closed book and in ink.
- all trainers must deliver a minimum of one training course within a 12 month period and for Petrol sector receive a trainer specific audit or will be removed from the register and have to reapply.
- Any Training events not completed must be removed from Dashboard
- Any change in tutor from one registered must be updated by changing on Dashboard before submission

**Information on completed courses**

As soon as a course has been completed, Training Providers should “add delegate information to the Training Event” via the SPA online system including Purchase Order Number if required and upload the requested evaluation forms, scanned copies of exemptions if applicable.

All delegate names, Date of Birth and National Insurance number must be provided for all delegates. If a delegate refuses to provide his/her National Insurance number then their Passport number, Social Security number or any other Unique Number to the delegate must be provided. Delegate National Insurance numbers are no longer printed on the passport. It is requested that delegate Nationality and Company details are also inserted.

**Issue of permanent passports**

Passports are issued to those who have successfully completed the SPA Passport Package(s) training course and its assessments. Each passport is allocated a unique number prior to being sent to the Training Provider, who should immediately forward it to the relevant delegate

**Audit procedure**

Annual audit visits to training providers will be arranged on an annual basis and can be unannounced. Audit visits will involve the inspection of administration records and the delivery of training.

Any violations of the procedures, standards or conditions laid down by SPA documentation may result in one or more of the following actions:

- the issue of a formal written warning
- an un-announced full Audit at the expense of the Training Provider
- temporary removal or withdrawal of accreditation and suspension of passports supplied, pending receipt of a satisfactory action plan from the course tutor

the immediate withdrawal of a licence (licence renewal will attract a charge)

- refusal to renew a licence.

Should a random audit expose a breach in the operating protocols, the Training Provider will be liable to an official audit and be required to pay a full audit fee.

## Financial information

Details of the fees set out below are included in the attached list to this licence. SPA will not invoice third parties for passport and/or course fees. It is the responsibility of the Training Provider to obtain payment from third parties/clients.

SPA regrets that it cannot release any training materials upon accreditation until full payment has been made. *Note: VAT is applicable on all invoices and strictly 30 days payment terms. Payments should be addressed to SPA Limited.*

**Accreditation**

This fee covers the initial accreditation as an SPA Training provider and also includes one licence fee.

**Accreditation Travel Costs**

To be calculated at current rate of Return journey from Training Provider premises as per price list plus accommodation / expenses.

**Licence fee**

This is a fee for Training Providers applying to run the SPA Passport Package(s).

**Licence renewal fee**

On the anniversary of the issue of the original licence, Training Providers will be asked to confirm that they still comply with licence conditions, after which a licence renewal fee will be payable.

**Audit fee**

An annual audit will be arranged with training providers to check that SPA's guidelines/protocols are being adhered to. The Training Provider will not be issued an invoice for this as it is included in the delegate's passport fee. However if any non-conformances are highlighted, the training provider may be subject to a further un-announced audit – which is fully chargeable, including travel costs.

**Audit Travel Costs**

This cost is also included in the delegate passport fee and includes expenses of return journey from training provider premises, accommodation and flights and other modes of transport if necessary, it does include visits to Ireland, Northern Ireland and Scotland as well as the rest of the United Kingdom.

**Course fee**

This fee applies to each course delivered. It covers quality control and administration.

**Passport fees**

There is a charge for the issue of a passport awarded after the successful completion of a course, this includes annual audit costs and travel expenses.

**Sector fees**

Some sectors have an extra fee payable to cover registration costs with the sector.

**Replacement passports**

There is a charge for each reissued passport.

**Course materials**

Materials to support the SPA Passport Package(s) may be purchased from SPA General Manager and then downloadable from the SPA TP portal.

**Course end assessments**

All Training Providers are required to use SPA assessments. SPA Passport Package(s) contain all the necessary assessments which are downloadable from the SPA TP portal.

**Intellectual Property Rights**

All intellectual property rights, including any patents, copyright, database right, registered design, trade-marks, domain name or know-how in the course material, pocket guides and additional documents relating to the SPA Passport Package(s) and referred to in these conditions of licence are the property of the Safety Pass Alliance (SPA) Ltd. All rights reserved. No part of the material may be reproduced, modified, removed or sold in any form without the written permission of SPA.

**Assignment**

- This licence is personal to the Training Provider. The Training Provider shall not assign, sub-licence, transfer or otherwise dispose of all or any of its rights or responsibilities under this agreement.
- The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person who is not a party to this agreement shall have a right to enforce any term of this agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties.

**General**

- This agreement contains the entire agreement between the parties in relation to its subject matter.
- If any part of this agreement (including any paragraph, section or sub-section) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this agreement and the validity and/or enforceability of the remaining provisions shall not be affected as a result.

**English law**

This agreement and any dispute or claim arising out of or in connection with it shall be subject to English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

The information provided in the conditions of licence is correct at the time of printing and supersedes all previous information. However, SPA reserves the right to revise after publication. © *Safety Pass Alliance (SPA) Ltd. April 2015.*