



British Safety Council Level 2 Qualifications

Registered Course Provider's Agreement

This Agreement is made between:

Company Name:

Address:

and

**British Safety Council,
Registered office 70 Chancellors Road, London, W6 9RS**

For a period of **12 calendar months** from the date of commencement which will be stated on the Registered Centre Certificate. The Certificate will be dispatched upon receipt of full payment.

Definitions

For the purpose of this Agreement the following expressions shall have the meanings ascribed to them

“Registered Course Provider (RCP)”	An individual or organisation registered with BSC to deliver BSC Examinations Level 2 Qualifications.
“The Applicant”	The individual or organisation completing this Agreement, prior to approval by BSC and receipt of full payment due.
“BSC”	British Safety Council, 70 Chancellors Road, London W6 9RS
“Qualifications”	BSC suite of Ofqual-accredited Level 2 Qualifications: Level 2 Certificate in Supervising Staff Safely Level 2 Certificate in Risk Assessment Level 2 Certificate in COSHH Risk Assessment Level 2 Certificate in DSE Risk Assessment Level 2 Certificate in Fire Risk Assessment Level 2 Certificate in Manual Handling Risk Assessment
“Agreement Period”	A period of 12 calendar months from the commencement date of the Agreement
“Learning Materials”	The learning materials supporting the qualification, including student notes, PowerPoint slides and lesson plans. The learning materials are compiled from British Safety Council copyright materials and will be amended as required to meet legislative changes. Updates, when produced, will be made available by BSC to Registered Course Providers..
“Third Party”	A person or organisation who is not the Registered Course Provider.
“Rights”	The Registered Course Provider shall be granted the non-exclusive right by way of agreement to make use of the materials for delivery of the Qualification. The Registered Course Provider may copy all, or part copy, the materials as many times as required provided such copies are for use in the training of their own students
“Ofqual”	Office of the Qualifications and Examinations Regulator. The Government regulator for qualifications in England. All BSC Qualifications are accredited by Ofqual.

Terms

1. Course Provider's Tutors

1.1 The course provider must only use suitably qualified Tutors. It is recommended that Tutors delivering BSC Level 2 Qualifications should hold a minimum of a Level 3 Certificate in Occupational Safety and Health, or equivalent. The Registered Course Provider must ensure that the Tutors deliver the course to the best of their ability with all reasonable due care and skill. The Registered Course Provider must provide an environment conducive to learning, taking into account health, safety and welfare factors.

2. Promoting the Qualification

2.1 It is expected that all candidates completing a course of study will wish to book their assessment in order to obtain a nationally-recognised, Ofqual-accredited qualification in health and safety. Course providers must encourage and support their candidates to enter for the assessment and therefore complete the qualification.

3. Copyright

3.1 The BSC confirms and by signing this Agreement the Registered Course Provider agrees that BSC is the sole owner of all present copyright and any other rights in the materials. The materials do not contain anything that infringes the copyright or any other rights of any third party. BSC copyright must be maintained and acknowledged throughout the learning materials.

4. Restrictions

4.1 For the duration of the Agreement the course provider may not without the British Safety Council's express written permission:

4.1.a use the materials or any part of them for any other purpose than those specified in the agreement;

4.1.b pass on these rights to any third party;

4.1.c place the materials in electronic form in any place where they can be accessed by third parties.

4.2 Permission to reproduce the materials on behalf of the Registered Course Provider may be awarded to an external printer providing all other aspects of this Agreement are complied with in full.

5. Promotional Material

5.1 BSC will provide a certificate confirming the Registered Course Provider's eligibility to provide training leading to a BSC Level 2 Qualification.

5.2 BSC will supply the Registered Course Provider with its logo and various 'straplines' to promote the qualification.

5.3 Any material designed by the Registered Course Provider for promoting the qualification must be approved by BSC prior to publication.

6. Application, Fees and Payment

6.1 The Registered Course Provider shall pay the registration fee applicable at time of application. This is currently £581.63 (£495 + VAT) if they are a member of the British Safety Council and £699.13 (£595 + VAT) if they are not a member of the British Safety Council, for each Level 2 Qualification they wish to register for.

6.2 The Agreement commences upon receipt of payment subject to approval of the application by BSC. BSC will notify the applicant of the result of the application and reserve the right to require further information as part of the application process before approving registration. BSC reserve the right to refuse and reject the application without assigning a reason or refusal. There will be no appeal or recourse available to unsuccessful applicants. If the application is approved and payment received in full, BSC will issue a Registered Course Provider Certificate valid for 12 calendar months from the date of payment being received.

- 6.3 The annual renewal fee applies to a Registered Course Provider wishing to continue to deliver a BSC Level 2 Qualification at the end of each 12 calendar month agreement. This is currently £117.50 (£100 + VAT). Please note that the full application fee as per 6.1, shall apply if the Registered Centre does not renew within 2 months after the current agreement expiry date.
- 6.4 Upon approval of application and receipt of full payment, BSC will issue the Course Provider with the learning materials.
- 6.5 The workplace-based assessment for a Level 2 Qualification is charged at the rate applicable at the time of the booking of the Assessment. The current rate is £35.25 (£30 + VAT). This is payable at the time of booking the assessment which should be done through the website www.britsafe.org
- 6.6 You are solely responsible for and you agree to provide true, accurate and complete particulars and information in your application form. BSC shall not be responsible for the consequences of any of your information being incomplete, inaccurate or obsolete. You must promptly notify BSC of any changes in information provided.

7. Termination of Agreement

- 7.1 Any breach of the terms of this Agreement may result in it being immediately revoked and the Registered Course Provider prohibited from using the learning materials or preparing candidates for the Qualification in any way until such time as BSC may grant the provider a new Agreement.
- 7.2 Any non payment of fees due with this Agreement or upon receipt of a renewal notice will result in the termination of this Agreement.
- 7.3 BSC reserve the right to terminate this Agreement if action or negligence on the part of the Registered Course Provider or any of its employees, sub-contractors or agents, is reasonably deemed to bring BSC into disrepute.

8. Liability

- 8.1 BSC is not liable for any loss or damage arising from any individual or third party relying on the Learning Materials for the course or for any breach of the Agreement by the Registered Course Provider (including failing to provide a service of a sufficient standard).
- 8.2 The Registered Course Provider may not under any circumstances use the Learning Materials in any way which damages or is likely to damage the reputation of the British Safety Council.

9. Indemnity

- 9.1 The Registered Centre is required to give an indemnity in respect of any loss, damage or claim arising from breach of the Agreement or someone's reliance on the learning modules

10. Governing Law

- 10.1 This Agreement shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.
- 10.2 By submitting your application to BSC Examinations, you are representing that you have the right and capacity to enter into this Agreement under the laws applicable to you.

**Registered Course Provider Agreement
to deliver BSC Level 2 Qualification(s)**



Please complete sections A to D clearly in black ink and in BLOCK CAPITALS and return with payment to L2 Administration Department by fax on +44 (0)20 8563 7657 or to 70 Chancellors Road, London W6 9RS

Section A: Course Provider Details

Legal name of Centre	
Address	
Company Registration number (If applicable)	
Name of Head of Centre	
Job Title of Head of Centre	
Telephone number	
Fax number	
E-mail address	
SIC Code / Industry type	
Number of employees	

Section B: Level 2 Qualifications

Please indicate by ticking the relevant boxes, which of the Level 2 Qualifications you wish to become a Registered Course Provider of:

Level 2 Certificate in Supervising Staff Safely	£495.00 + VAT for members of BSC
	£595.00 + VAT for non-members of BSC
Level 2 Certificate in Risk Assessment	£495.00 + VAT for members of BSC
	£595.00 + VAT for non-members of BSC
Level 2 Certificate in COSHH Risk Assessment	£495.00 + VAT for members of BSC
	£595.00 + VAT for non-members of BSC
Level 2 Certificate in DSE Risk Assessment	£495.00 + VAT for members of BSC
	£595.00 + VAT for non-members of BSC
Level 2 Certificate in Fire Risk Assessment	£495.00 + VAT for members of BSC
	£595.00 + VAT for non-members of BSC
Level 2 Certificate in Manual Handling Risk Assessment	£495.00 + VAT for members of BSC
	£595.00 + VAT for non-members of BSC

British Safety Council membership number (if applicable)

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