

Centre Agreement for the delivery of British Safety Council Qualifications



DATE OF AGREEMENT:

PARTIES TO THIS AGREEMENT

1. **British Safety Council** whose registered office address is
70 Chancellors Road, London W6 9RS, company registration no. 04618713,
registered charity no.1097271, OSCR no. SCO37998 ("**Awarding Organisation**")
2. Please insert name and address of centre

DURATION OF THIS AGREEMENT

This agreement will be in place from the date of agreement (above) and will remain in place while the Centre is delivering British Safety Council qualifications or until terminated in line with the termination clause in section 18.

PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to clearly specify the role and responsibilities of a Centre in its dealings with the British Safety Council as a regulated Awarding Organisation and the responsibilities of the British Safety Council in its dealings with the Centre. Contents of this agreement are in line with the requirements of the General Conditions of Recognition as issued by the Office of Qualifications and Examinations Regulation (Ofqual). By signing this agreement the Centre confirms its understanding of the agreement and agrees to adhere to the requirements herein. The terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of the Centre or the Awarding Organisation.

INTERPRETATIONS

Centre means an organisation undertaking the delivery of British Safety Council qualifications.

Awarding Organisation means an organisation recognised by the qualifications regulators, in this case the British Safety Council.

Regulators means the qualifications regulators in England, Scotland, Wales and Northern Ireland.

General Conditions of Recognition means the General Conditions of Recognition issued by Ofqual in November 2012 or any subsequent version of this document.



POINTS HEREBY AGREED

The **Centre** hereby agrees that it will:

1 General Conditions of Recognition

- 1a take all reasonable steps to ensure that the British Safety Council, as a regulated Awarding Organisation, is able to comply with the requirements of the General Conditions of Recognition.

2 Legislation

- 2a undertake the delivery of British Safety Council qualifications in accordance with all relevant law, including equalities law.
- 2b ensure all accommodation and equipment used for the purpose of qualification delivery and assessment complies with the requirements of health and safety legislation.
- 2c comply with the requirements of data protection legislation in relation to all learner data.

3 Centre workforce

- 3a have in place appropriate staff and relevant systems before the qualification(s) is made available to learners.
- 3b retain a workforce of appropriate size and competence in order to deliver the qualification(s) effectively and efficiently.
- 3c have sufficient managerial and other resources available in order to deliver the qualification(s) effectively and efficiently.
- 3d provide staff with appropriate inductions and professional development to ensure staff maintain the relevant expertise and competence to deliver the qualification(s).
- 3e supply staff CVs and other evidence (for example original certificates) to the British Safety Council in a timely manner upon request.
- 3f ensure that staff involved with a qualification understand the relevant specification, policies and procedures supplied by the British Safety Council.



- 3g ensure effective internal communication systems are in place to keep all relevant staff informed of current British Safety Council policies and procedures.
- 3h ensure that quality assurance and management processes are in place and that these apply across all satellite locations.

4 Resources

- 4a use premises that allow access for candidates in accordance with relevant equalities legislation.
- 4b maintain adequate systems and resources including, where appropriate, equipment, materials and software to support the delivery of the qualification(s).
- 4c have appropriate arrangements and agreements in place with any third parties or suppliers who provide goods or services to the Centre which contribute to the delivery and/or assessment of the qualification(s).

5 Promotional material

- 5a gain approval from the British Safety Council for any material used to promote the qualification(s) prior to publication.
- 5b adhere to British Safety Council guidelines in relation to the use of its logo.

6 Learning materials

- 6a maintain and acknowledge British Safety Council copyright throughout all learning materials provided by the British Safety Council.
- 6b ensure that any copies, or part copies of learning materials provided by the British Safety Council are used only for preparation of candidates for the relevant qualification(s).
- 6c ensure that British Safety Council materials are not placed in electronic form in any place where they can be accessed by third parties.

7 Learner registration and certification

- 7a register each learner in line with British Safety Council requirements to ensure that each learner is uniquely identified.



- 7b register candidates for assessment in an efficient manner following any timescales laid down by the British Safety Council.
- 7c take appropriate and reliable steps to confirm each learner's identity prior to assessment taking place.
- 7d have arrangements in place that allow for recognition of prior learning (where appropriate).
- 7e use the record of a learner's previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where learner consent is given.
- 7f have arrangements in place to obtain on behalf of learners a unique learner number where appropriate and a learner record (unless the learner chooses not to have one).
- 7g take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

8 Assessment

- 8a comply with all of the requirements specified in the centre handbook in relation to the assessment of the qualification(s).
- 8b ensure the security of all assessment materials in respect of storage and the handling process in line with British Safety Council requirements.

9 Retention of records

- 9a maintain all learner records and details of achievement in an accurate, timely and secure manner in line with British Safety Council requirements and data protection legislation and make these records available to the British Safety Council or Regulators as required.
- 9b take all reasonable steps to comply with requests from the British Safety Council or Regulators for information, data or documents in relation to learner records and details of achievement.

10 Access to premises, people and records

- 10a provide the British Safety Council and the Regulators, on reasonable notice (usually 7 days), access to premises, people and records as required (including satellite sites).



11. Malpractice and maladministration

- 11a take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- 11b promptly notify the British Safety Council of any incidents of malpractice or maladministration in line with the requirements of the British Safety Council's malpractice and maladministration policy.
- 11c take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 11d have in place robust procedures for investigating incidents of malpractice or maladministration.
- 11e develop an action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration and make this action plan available to the British Safety Council as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future.
- 11f take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future.
- 11g deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 11h regularly review procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.
- 11i provide access to documents, records, data, staff, third parties, sub-contractors, learners, satellite centres or any other resource required by the British Safety Council during an investigation of centre malpractice or maladministration.

12. Monitoring activity and investigations

- 12a fully co-operate with the British Safety Council and the Regulators in carrying out any reasonable monitoring activities.
- 12b agree to the application of the British Safety Council's Sanctions Policy.



13. Complaints, result enquiries and appeals

- 13a operate a complaint handling process and a result enquiry and appeals process for the benefit of learners.
- 13b adhere to the British Safety Council's Result Enquiry and Appeals Policy and provide information and support to enable learners to access the result enquiries and appeals process.

14. Management of third parties and sub-contractors

- 14a implement and maintain an effective system for the management of all third party and sub-contracted services and any satellite sites affiliated to the centre and ensure that all policies and requirements referred to in this agreement apply to these third parties and sub-contractors.
- 14b ensure that where a partnership arrangement exists the respective roles and responsibilities are documented and made available to the British Safety Council as required.
- 14c have in place agreements with third parties and sub-contractors to ensure that all policies and requirements referred to in this agreement are enforceable with third parties and sub-contractors.
- 14d ensure effective communication systems are in place with third parties and sub-contractors to keep them up to date with the requirements of the British Safety Council and the Regulators.

15. Withdrawal of approval

- 15a co-operate fully with the British Safety Council in cases where either the Centre or the British Safety Council decides it needs to withdraw the Centre from its role in delivering a qualification. This co-operation will be provided whether the withdrawal is voluntary or not from the Centre's perspective.
- 15b adhere to the process specified by the British Safety Council for the withdrawal of the Centre from the delivery of a qualification(s).
- 15c take all reasonable steps to protect the interests of learners in the case of such a withdrawal as referred to in point 15a above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.



16 Payment

16a provide payment to the British Safety Council in respect of centre and candidate fees in line with the British Safety Council's stated terms and conditions.

17 Awarding Organisation responsibilities

The **British Safety Council** hereby agrees that it will:

- 17a set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications. These requirements can be found in the centre handbook.
- 17b provide effective guidance to the Centre in respect of the delivery of qualifications.
- 17c answer accurately, fully and within a reasonable time any reasonable enquiries received from the Centre or its candidates.
- 17d publish a specification for each of its qualifications.
- 17e publish and make available to the Centre policies in relation to:
 - reasonable adjustments and special consideration
 - result enquiries and appeals
 - malpractice and maladministration
 - complaints
- 17f publish and make available to the Centre a sanctions policy to be applied in the event that the Centre fails to comply with requirements.
- 17g upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- 17h specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, or from qualification delivery/centre approval in general.
- 17i take all reasonable steps to protect the interests of learners where the Centre withdraws from the delivery of a qualification.
- 17j comply with the requirements of data protection legislation in relation to all personal data supplied by the Centre.



18. TERMINATION

This agreement can be terminated by either party, in writing, with at least one week's notice. Sections 1, 2c, 5, 6, 9, 15 and 16 of this agreement continue beyond termination.

19. CENTRE AGREEMENT AND DECLARATION

I, the undersigned, declare that the Centre understands that this is an enforceable agreement between the Centre and the British Safety Council. I further understand and agree that this agreement applies for whole period of time during which the Centre operates as an Approved Centre of the British Safety Council and that the British Safety Council has the right to issue updates and amendments to the agreement from time to time. I accept that if the Centre defaults on the commitments made in this agreement it may lead to the removal of qualification approval and possibly centre recognition status in line with the sanctions policy of the British Safety Council. I declare that I am authorised by the Centre to sign this agreement on behalf of the Centre. I agree to act in accordance with the requirements specified in this agreement:

The parties hereto have caused this agreement to be executed on the 'Date of Agreement' specified above.

Signed for and on behalf of the **British Safety Council** by:

Signature 
Name Simon Crask
Position Compliance Manager
Date

Signed for and on behalf of the **Centre** by:

Signature
Name
Position
Date