

# UKATA

## RULES OF MEMBERSHIP

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## DEFINITIONS

In these Rules of Membership, unless the context otherwise requires:

**Additional Course** means a UKATA course available from the Portfolio of Additional Course Syllabi;

**Articles** means the Articles of Association for the time being in force;

**Approved Training** means the delivery of training by a Tutor who has met the required standards for training;

**Association** means UK Asbestos Training Association Limited;

**Asbestos Awareness Training** means training for those persons who are liable to disturb asbestos whilst carrying out their normal everyday work, or who may influence how work is carried out, or other such similar wording that has the same meaning under current UK legislation;

**Audit** means an objective examination and evaluation of an asbestos training course by an Auditor engaged by UKATA;

**Auditor** means an appointed individual responsible for evaluating the delivery and accuracy of an asbestos training course;

**Board** means the Board of Directors of the Association from time to time;

**Business Day** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Certificate Generator** means the online software owned by UKATA which Members must use to generate certificates for all UKATA approved asbestos training;

**Group** means in relation to that company, any division, subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

**Group Company** means in relation to a company, any Member of its Group;

**CPD** means Continued Professional Development for all registered Tutors;

**Data Controller** means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed;

**Data Processor** means in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller;

**Data Protection** means the process of safeguarding important information from corruption, compromise or loss

**Director** or **Directors** means the directors for the time being of the Association or (as the context shall require) any of them acting as the Board;

**Employed** means a person who is employed under a contract of employment for a Member and is paid by that Member as an employee, and treated by HMRC as an employee;

**Fees** mean the fees payable by a Member relating to their Membership as described in their invoice sent by the Association incorporating the fees as more particularly described in the Fee Schedule;

**Fee Schedule** means the schedule of fees which is published on the Association's website;

**File Handler** means the designated Member of the UKATA operational team who supports the individual Member;

**GDPR** means the General Data Protection Regulation (GDPR) which is a legal framework that sets guidelines for the collection and processing of personal information of individuals within the European Union (EU);

**Chief Operating Officer** means the Chief Operating Officer of the Association or any other person appointed to perform the duties of the Chief Operating Officer;

**Guidance** means codes of practice or other recommendation made by the Association which are supplemental to the Rules, but in the event

of any conflict between the Guidance and the Rules, the Rules take precedence;

**Licensable Training** means training for those working with asbestos which is licensable, such as removing asbestos insulation or insulating board, or other such similar wording that has the same meaning under current UK legislation;

**Member** means an organisation, company, individual who have satisfied the criteria of membership;

**Membership Expiry Date** means the date on which a Member's membership of UKATA comes to an end;

**Non-Licensable Training** means training for those who undertake planned work with asbestos which is not licensable, such as refurbishment or demolition work involving non-licensable asbestos containing materials or analytical staff and asbestos surveyors, or other such similar wording that has the same meaning under current UK legislation;

**Personal Data** means all such "personal data", as defined in Article 4 of the GDPR, as is, or is to be, processed by the Data Processor on behalf of the Data Controller;

**Policy or Policies** means a document which contains the Association's approach and requirements regarding the Rules;

**Rules** means these Rules of the Membership which govern membership;

**Sanctions** means the Sanctions which may be applied by the Association in the event of a breach of the Rules by a Member, which may include suspension from the Certificate Generator, suspension from membership or termination;

**Sensitive Personal Data** relates to information concerning a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings;

**Specification Document** means a formal document which sets out the compulsory requirements in terms of capabilities, appearance, and interactions with users for a product or service;

**Syllabus or Syllabi** means a document or documents that communicates course information and defines expectations and responsibilities;

**Third Party Agent** means a reselling agent or advertising agent contracted to sell or advertise training on behalf of a Member;

**Tutor** means an individual engaged or employed by a Member to deliver Approved Training;

**Tutor Knowledge Test** means an exam required to be undertaken and successfully passed by all registered Tutors at the relevant category of training they will deliver on behalf of the Member;

**Tutor Registration** means the process required to become a registered Tutor and to be permitted as a Tutor on the Certificate Generator;

**UKATA** means UK Asbestos Training Association Limited;

**Verification** means the process of verifying that training has met the requirements of the relevant standards, Syllabi, Guidance and appropriate Specification Documents;

**Verifier** means an appointed individual responsible for evaluating training materials to ensure compliance with the relevant Syllabi.

## INTRODUCTION

1. Without in any way restricting the powers of the Association, the objects of the Association include but are not limited to establishing, setting, verifying, auditing and maintaining appropriate standards for, and promoting industry best practice amongst asbestos training providers in the United Kingdom including British Crown Dependencies and the British Overseas Territories and such other locations as the Board may agree appropriate from time to time.

2. The Association is governed by a Board of Directors which consists of eleven elected Members. Of the eleven elected Directors, six shall be from Licensable Members, three shall be from Non-Licensable Members and two shall be from Asbestos Awareness Members, elected by all Members.

3. The Directors shall make such rules or bye-laws as they may deem necessary or convenient for the proper conduct and management of the Association and the Directors may alter or repeal any such rules or bye-laws and may make additions thereto and in particular, but without limitation, they may by such rules or bye-laws regulate:

- a) the admission and classification of Members of the Association and the rights and privileges of such Members;
- b) the entrance fees, annual membership fees (which may vary between categories of Members), subscriptions and other fees or payments to be made by Members;
- c) the conduct of Members of the Association in relation to one another, and to the Association's employees;
- d) the procedure at general meetings and Directors' meetings insofar as such procedure is not regulated by the Act or by the Articles; and
- e) generally, all such matters as are commonly the subject matter of such rules.

4. Any such rules or bye-laws (as amended or varied in accordance with the Articles), shall be binding on all Members of the Association

provided that no rules or bye-laws shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

5. The rules governing the Board of Directors are set out in the Memorandum and Articles of Association. Where anything contained in this document is contrary to the Memorandum and Articles of Association, the terms of the Memorandum and Articles of Association shall take precedence.

Please refer to the [Articles of Association](#) for further information.

6. Membership will consist of three categories reflecting the categorisation and nomenclature established in the relevant legislation (i.e. the Control of Asbestos Regulations 2012 and any subsequent revisions):

- a) Asbestos Awareness - delivering Asbestos Awareness training, but not any form of training for work with asbestos;
- b) Non-Licensable - delivering training for Non-Licensable Work with Asbestos and may also deliver Asbestos Awareness training, but not training for Licensable Work with Asbestos;
- c) Licensable - delivering training for Licensable Work with Asbestos and may also deliver training for Non-Licensable Work with Asbestos and Asbestos Awareness training.

7. The Rules governing the membership are set out in these Rules of Membership and the Policies and Guidance which are referred to within the Rules. In the event of any inconsistency or conflict between these Rules and the provisions set out in the Policies, the Rules must take precedence.

8. UKATA shall not be liable to the Members whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Rules for:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of damage or goodwill;

- f) loss of use or corruption of software, data or information; and
- g) any indirect, special or consequential loss.

## **DATA PROTECTION**

**9.** UKATA takes its obligations to Data Protection seriously and its approach to compliance with the 'General Data Protection Regulation' (GDPR) in respect of the fair and lawful processing of Personal Data and Sensitive Personal Data as set out in its detailed [Policy on Data Protection](#) and [Policy on Data Retention](#).

UKATA provide services as the Data Processor to the Member as the Data Controller and which the Data Controller uses for the following purposes:

- a) to issue UKATA branded certification for all UKATA courses offered, including Additional Courses approved by UKATA;
- b) to register and manage Tutors with UKATA and for Tutors to undertake an assessment of their knowledge, delivery performance and manage their CPD.

Please refer to the [Data Processor Agreement](#) for further information.

**10.** All members, as well as any Third Party Agents reselling or advertising training courses on behalf of a member, must ensure that they obtain explicit consent from each individual who signs up for a training course. This consent is for the use of the individual's personal data by UKATA specifically for the purpose of generating certificates that demonstrate successful completion of the training course.

## **CODE OF CONDUCT**

**11.** UKATA expects its Members to abide by the highest standards of professionalism and ethical trading standards in their dealings with other Members, members of staff of the Association and third parties. The purpose of this code of conduct is to place an obligation on Members to promote voluntary standards of professional integrity and good practice in all areas of asbestos training. A fundamental principle of membership is an acceptance of the clear expectation that the conduct of UKATA

Members can be justified professionally, ethically and morally.

**12.** The Association expects the highest standards of personal integrity. Whilst this will require personal acceptance of high professional standards, it will also be dependent upon the trust created between Members and the Association. The qualities of fairness, honesty, consistency, truthfulness and discretion must be acknowledged as the basis upon which such trust can be built. The Association will not tolerate behaviour by any Member which is, or could be deemed to be applying pressure to the staff of the Association to breach these Rules. If the Chief Operating Officer reasonably considers a Member has breached this Rule, the Association may apply Sanctions to that Member.

**13.** The Association is judged by the conduct and presentation of its Members. Consequently, there is a clear expectation that Members of the Association should conduct themselves in a manner befitting professional organisations. When dealing with other Members, agencies and clients, Members should present themselves as responsible persons and in a manner which inspires confidence and trust in the training offered through UKATA.

**14.** Members of the Association have a responsibility to remain active in maintaining the standards set by UKATA. There is a clear expectation that Members will strive to improve and update their own knowledge and skills. CPD is a mandatory requirement for all Tutors and Sanctions are in place for those contravening this.

**15.** All members must comply with applicable health and safety laws, regulations, and standards. Members must also adhere to competition laws and regulations, ensuring fair and ethical business practices and act lawfully and with integrity always.

**16.** As a representative of UKATA standards, Members are expected to conduct themselves in a way that befits their membership approval. Conduct should not be detrimental to the Association.

**17.** In such circumstances where there is uncertainty or dispute as to the interpretation or application of the code of conduct set out in these rules, such matters shall be referred to the Board of Directors.

**18.** UKATA staff are trained to always maintain a polite and professional manner during any exchange with a Member or the public. If a member of staff is spoken to in an aggressive or abusive manner they are within their rights to terminate the call and report the incident to a senior member of staff.

**19.** UKATA take any kind of aggressive or abusive behaviour towards its staff very seriously and depending on the severity of the Member's conduct, the Board of Directors may consider it necessary to implement any of the Sanctions available to the Directors set out in these rules.

**20.** A Member has the right to submit a complaint against a member of UKATA staff and should do so by writing in person to the Chief Operating Officer in the first instance. If the complaint is against the Chief Operating Officer, then the Member is advised to write in person to the UKATA Chair marked private and confidential.

## **FEES**

**21.** The Fee Schedule is set by the UKATA Board of Directors. Please refer to the [Fee Schedule](#) for further information.

**22.** The Association reserves the right to suspend a Member's membership following failure to pay the required Fees or any other monies owed to UKATA by the payment terms specified on the invoice. Please refer to Rule 120 for further details on the Sanctions that may be applied.

**23.** Fees are reviewed annually and may be subject to change. Wherever possible UKATA shall give a minimum notice period of two months for any change in the Fee Schedule.

**24.** No Member is entitled to a refund of any Fees other than a refund of any unused Certificate Generator Credits as at the time of the termination of a Member's membership.

## **KEY OBLIGATIONS OF MEMBERSHIP**

**25.** By applying and being granted membership of UKATA the Member is agreeing to comply with the Rules of Membership and all other supporting Policies, Guidance and Specification Documents. Failure to comply with the Rules may result in Sanctions being applied to the Member's membership rights and may, ultimately result in the termination of a Member's membership.

**26.** The Member must have in place a single primary contact who is responsible for the day to day contact with the Association and all ongoing membership related activity. It will be their responsibility to:

- a) monitor all communications from UKATA and act on the content in a timely manner as required and as appropriate;
- b) ensure that information is communicated internally within the Member's organisation; and
- c) ensure that their contact details and e-mail address are accurate and kept up to date. Any changes being advised to UKATA within five Business Days.

**27.** A Member must inform UKATA within five Business Days of the following changes:

- a) Company name;
- b) Structure of the business;
- c) Change of ownership or control of the business;
- d) Dissolution or winding up of the business.

**28.** Membership is not transferable, including; any transfers within a company Group. If a Member wishes to set up a new company or partnership or other business structure to deliver Approved Training, the Member will be required to apply to the Association for a new membership for that company or organisation; and notify the Association if the Member's existing business is to cease to be a Member.

**Note: Changes informed in writing must only be made by the primary contact or a named and authorised contact listed against the registration.**

**29.** In addition to the changes referenced in Rule 27 above, UKATA must be informed of any changes relating to the Member in writing within five Business Days of any change, examples being:

- a) Enforcement action and/or prosecution taken against the registered business;
- b) Pending prosecutions or criminal convictions;
- c) Primary or a named and authorised contact etc.

**30.** Membership is for companies, businesses and individuals wishing to undertake the delivery of asbestos training as a UKATA Approved Training provider.

**31.** Members must not undertake training outside the scope of the category in which they have been admitted to membership, even if such Member makes no reference to their membership of the Association when undertaking such training.

**32.** The restrictions in Rule 31 above shall apply to Members which may be considered as closely allied and/or working in tandem with 'sister' organisations or Group Companies that do not hold UKATA membership with 'sister' companies to deliver training above their category of membership.

**33.** Any commercial relationship between Member organisations who are registered as Members at a different category to allow Members at the lower category to advertise or resell training at the higher category is required to be declared openly and transparently in any relevant documentation and related materials. This requirement shall also be placed on Members who enter into such commercial relationships with Third Party Agents.

**34.** Members are responsible for the ongoing monitoring and investigation of any reports or suspicions or fraudulent activities including, without limitation, certificates being issued with the UKATA logo and being passed off as issued by the Association. Members must notify any reports or suspicions of fraudulent activities to UKATA immediately.

## **CONTINUING MEMBERSHIP OBLIGATIONS**

**35.** All Members must continue to uphold the standards set by UKATA for delivery of training at the category of membership approved. The latest Syllabi can be downloaded from the [Training Course Portfolio](#) on the UKATA website.

**36.** Training materials verified and approved by UKATA must be the training materials used when delivering UKATA training.

**37.** UKATA shall inform Members of any changes required to training materials which may include, but is not limited to:

- a) Changes in HSE Regulations and supporting ACoP and Guidance;
- b) Changes in epidemiology;
- c) Changes to UKATA information slides or best practice guidelines;
- d) Changes to the UKATA Syllabi, Specification Documents or Guidance.

**38.** Subject to Rule 37 above, course materials cannot be changed throughout the membership period. Any change must be notified to UKATA and may be subject to a Verification fee.

**39.** UKATA reserves the right to request the resubmission of course materials and/or require an Audit of course delivery at any time. In such circumstances Fees may apply and will be borne by the Member.

UKATA may, at its absolute discretion, commission an Auditor to undertake a spot check Audit upon a Member, at no cost to the Member. UKATA will not be required to give reason to the Member for this action but if UKATA consider that the Audit so undertaken is materially less acceptable than the Audit upon which the Member's membership is based, then the spot check Audit supersedes the initial Audit and the membership application process shall be resurrected. Costs associated with that membership application shall be borne by the Member. UKATA may also, at its absolute discretion, use mystery shopper methods to measure quality of service, compliance with these Rules or to gather specific information

about products and services. UKATA will not be required to give reason to the Member for this action but if UKATA consider that the information gathered during mystery shopper methods results in a breach of these Rules, Sanctions may be imposed on the Member.

**40.** Each Member is required to retain an Employed Tutor who has been audited at the highest category of their membership. Members must notify UKATA promptly if they no longer meet this criteria.

Members may nominate a substitute tutor previously audited by UKATA at the highest category of their membership, potentially sourced from the UKATA Freelance Tutor Register. However, this arrangement is provisional and only valid until the upcoming membership renewal.

**41.** All Members must continue to uphold the Training Centre & Equipment Minimum Standards.

**42.** Members must hold, maintain and actively review their Public Liability Insurance and provide evidence of valid insurance to UKATA upon request. In addition to Public Liability Insurance, UKATA recommend that Members hold, maintain and actively review Professional Indemnity Insurance. Member's registered as a CITB Approved Training Organisation ("ATO") as part of their membership of UKATA, must maintain and actively review their policies and insurance and provide evidence of policies and valid insurance to UKATA upon request in accordance with the Guidance on CITB Approved Training Organisations.

**43.** Members must maintain accurate records of delegate attendance on training courses. This includes attendance registers, booking confirmations and exam papers. Such records should be comprehensive and accurately reflect all training activities. As a minimum, members are required to retain these records for the period of the certification. Furthermore, members must make these records available to UKATA upon request or as part of evidence in the event of Sanctions being applied to the member's membership. This ensures

accountability and quality assurance in line with UKATA's standards for training delivery.

**44.** If a Member elects to downgrade their category of membership during the membership year, no previous fees are refundable.

**45.** If a Member elects to upgrade their membership category throughout the year they shall be required to submit a new application for the relevant category of membership they seek to upgrade to. Full new application fees will be due and no previous fees are refundable.

## **ANNUAL MEMBERSHIP APPLICATION**

**46.** UKATA shall notify Members of the application requirements two months prior to the Member's Membership Expiry Date, accompanied by the relevant invoice.

**47.** The annual application forms and supporting documents, as outlined in the notification email, must be received prior to the Member's Membership Expiry Date.

- a) Members who do not submit their application and supporting documents prior to the Membership Expiry Date will not be processed for annual membership and their membership will organically expire on their Membership Expiry Date.
- b) Members who withdraw their application will be deemed to have failed the application process and their application will not be processed for annual membership.

**48.** Payment for the annual application, as outlined on the invoice, must be received in full with cleared funds prior to the Member's Membership Expiry Date.

**49.** Members who fail to pay by the Membership Expiry Date will not be processed for annual membership and their membership will organically expire on their Membership Expiry Date.

**50.** The Member will have a maximum of two months after their Membership Expiry Date to complete the annual application process, to include Verification and successful Audit where applicable.

Please refer to the [Guidance on Professional Membership Annual Application](#) for more information.

## VERIFICATION

- 51.** Verifications shall be undertaken by a Verifier.
- 52.** Course materials and any accompanying documents received by the Member are submitted to the Verifier for Verification against the relevant Syllabi and Guidance.
- 53.** Members will be entitled, where applicable, to two Verifications as part of their Membership fees paid. For a third (and final) Verification or a post Audit Verification, additional fees will apply in accordance with the [Fee Schedule](#).
- 54.** A period of ten Business Days is required for the Verifier to assess the materials and confirm the outcome of the Verification.
- 55.** The outcome of the Verification will be confirmed as a pass or fail:
- a) Pass - the training materials have been approved as compliant with the relevant Syllabi and Guidance;
  - b) Fail – the training materials are not compliant with the relevant Syllabi and Guidance. Amendments are required in accordance with the Verifier’s report and must be submitted for further Verification within five Business Days.
- 56.** UKATA shall not accept any course materials that have been significantly changed beyond the scope of the required amendments outlined in the Verification report.
- 57.** If the third Verification fails, the application will be placed on hold and referred to the Chief Operating Officer for consideration and a response provided to the Member within five Business Days.

## AUDIT

- 58.** The course for Audit must be a live course with a minimum of two delegates.
- 59.** Only registered Tutors can be presented for Audit.

- 60.** In subsequent years alternate registered Tutors shall be audited.
- 61.** The Member must complete the Audit booking form sent by UKATA:
- a) The Member is advised to provide UKATA with at least five Business Days’ notice of a potential Audit date;
  - b) The Member may not influence the choice of Auditor.
- 62.** Subject to Auditor availability, Audit confirmation will be provided within five Business Days.
- 63.** Any conflict of interest between the Member or Tutor and the Auditor must be declared at this stage in writing.
- 64.** The Auditor will be provided with copies of Verification reports and previous Audit history.
- 65.** Members must provide reasonable access to the Auditor for them to conduct the Audit.
- 66.** The Auditor will make observations during the Audit, assessing the venue, course delivery and content against the Syllabi and Guidance and Audit criteria relevant to the category of training.
- 67.** The Auditor will produce an Audit report and submit to UKATA within ten Business Days. The Audit report template can be downloaded from [UKATA documents](#) on the UKATA website.
- 68.** The Auditor does not pass or fail an Audit and therefore cannot provide an outcome to the Member. However, the Auditor may be prepared to offer advice and guidance. Any comment made by an Auditor at the time of Audit is not binding on UKATA.
- 69.** The Audit report will be assessed by UKATA within ten Business Days. The Member will be informed of the Audit outcome and will be provided with a copy of the Audit report. The Audit outcome will supersede any previous audit outcome and no audit outcome will set a precedence for future audits.

The possible Audit outcomes are as follows:

**Pass:** The Audit has been accepted with no conditions and the Member can proceed to renewal of membership.

**Conditional:** The Audit is conditionally accepted pending the submission of additional documents or meeting certain requirements.

UKATA reserves the right to apply additional Fees and shall notify the Member on a case by case basis. UKATA will provide the necessary guidance to achieve a Pass audit outcome.

**Fail:** The Audit has failed to meet the required standards, or a breach of the Rules has been identified. Sanctions may be applied by UKATA and a further Audit is mandatory. The member may also be required to submit additional documents or meet certain requirements.. The Member will be informed of any additional costs and in any case will be responsible for the cost of a further Audit.

Where the Member has materially breached the Rules, the Directors may consider termination of the membership in accordance with the requirements of the Articles.

If the further Audit fails, this will be referred to the Chief Operating Officer.

The Member has the right to appeal the decision of UKATA. The [Audit Appeals Policy](#) refers.

## WEBSITE LISTING

**70.** Members will be entitled to one complimentary website listing on the UKATA website directory as part of membership. This listing must be a training centre, registered office or business trading address and must meet the Training Centre & Equipment Minimum Standards.

**71.** Additional website listings will be considered up to a maximum of five entries per Member. Each listing is subject to annual registration fee as outlined in the [Fee Schedule](#).

**72.** Each additional website listing will be subject to a premises audit, conducted by UKATA.

**73.** Members must complete the Website Listing Registration form provided by UKATA to apply for additional website listings.

## TUTOR REGISTRATION

**74.** Tutors must comply with the [Guidance on Tutor Registration](#) and [Tutor Registration System Terms and Conditions](#).

**75.** All Tutors must register with the Association. It is the responsibility of the Member to ensure that all Tutors are competent to deliver UKATA training on their behalf. Members must ensure that the all Tutors maintain that competence throughout to meet the UKATA standards.

**76.** Individual course Tutors will be subject to assessment of their knowledge, delivery performance, Member conducted internal audit and must maintain CPD throughout the registration period.

**77.** Registration of Tutors will last for a period of three years and will be subject to renewal.

**78.** Individual course Tutors must be able to demonstrate, as a minimum, that they meet the Tutor criteria.

**79.** After successfully passing the Tutor Knowledge Test, the Tutor will be required to undertake a three-year cycle CPD programme. Should the Tutor fail to meet the required points for the cycle, the Member will be subject to additional fees to reinstate the Tutor's CPD in accordance with the [Fee Schedule](#) and Sanctions may be applied.

**80.** Individual course Tutors must be registered on the UKATA Tutor Registration System at the highest level that they train for the Member and successfully pass the Tutor Knowledge Test.

**81.** UKATA must be informed in writing of any changes relating to a Tutor within five Business Days of any change.

**82.** Only representatives of the Member company i.e. employees, Directors and Tutors, are permitted access to the Tutor Registration System. Members must not allow any outside organisation to utilise their login details and access the Tutor Registration System. Any

Member disclosing their Tutor Registration System login details to another company or person without the express permission of UKATA will be subject to Sanctions being applied.

## **CERTIFICATE GENERATOR**

**83.** The Certificate Generator is for use by Members only, to issue UKATA branded certification for all UKATA courses offered, including Additional Courses approved by UKATA.

**84.** All Members must comply with the [Certificate Generator Terms and Conditions](#).

**85.** Certificate credits must be purchased at the agreed rate and will be added to the Member's account preceding payment.

**86.** Any Member requesting additional credits must settle any outstanding invoices for certificate credits before additional credits are applied to the account.

**87.** Non-payment of certificate credits owed to UKATA by the payment terms specified on the invoice, will result in appropriate Sanctions being applied.

**88.** All Members, by default, must deliver UKATA approved face to face (classroom) asbestos training courses. Therefore, it would be expected for Members to issue a minimum number of certificates via the Certificate Generator in each membership year for each category they offer:

- a) Asbestos Awareness -75 per year
- b) Non-Licensable - 50 per year
- c) Licensable - 25 per year

**89.** UKATA reserve the right to verify that classroom training has taken place and may request evidence to support any certificates produced on the Certificate Generator.

**90.** It is a mandatory requirement to complete the modules undertaken on Non-Licensable and Licensable certificates. A certificate cannot be produced without this data.

**91.** Members are permitted to make minor amendments to certificates produced through

the Certificate Generator, such as; an error in a person's name or typographical error. However, full name and training date changes are not permitted without the prior consent of the UKATA office and sufficient evidence will be requested to detail why the change is required. UKATA actively monitor all amendments to certificates and any abuse of this facility or unreported amendments to certificates may lead to Sanctions being applied to the Member.

**92.** Members have the right to insert a partnership logo on to the Certificate Generator to show and demonstrate a partnership arrangement exists. The logo must be that of the partnership organisation and shall be clear and legible, and must comply with any branding guidelines or other requirements of the Association issued in writing from time to time.

**93.** Only representatives of the Member company i.e. employees and Directors, are permitted access to the Certificate Generator. Members must not allow any outside organisation to utilise their login details and access the Certificate Generator. Any Member disclosing their Certificate Generator login details to another company or person without the express permission of UKATA will be subject to Sanctions being applied.

**94.** Any Member identified as not using the Certificate Generator will be contacted to establish why UKATA certificates are not being issued.

**95.** Any Member identified to be issuing non-UKATA certificates and/or avoiding the use of the Certificate Generator for UKATA training courses will be subject to Sanctions being applied.

**96.** The Certificate Generator is monitored by the UKATA office to ensure compliance. Suspicious or suspected fraudulent activity will be dealt with immediately to protect the integrity of UKATA and the brand and may result in Sanctions being applied to the Member.

**97.** Access to the Certificate Generator will not be permitted upon suspension, membership expiry or termination of membership. Upon

written request from the Member, UKATA may provide copies of certificates produced by the Member on the Certificate Generator within ten Business Days. Any amendments to certificates can only be made by the UKATA office and sufficient evidence will be required prior to any amendments being made.

Any Tutor removed/deleted from the Certificate Generator by the Member or at the request of the Member, will not be reinstated by UKATA for the purpose of the Member producing past training certificates. Members should ensure that any outstanding certificates are produced prior to removing/deleting any Tutors from the Certificate Generator.

## **ADDITIONAL COURSES**

**98.** UKATA provides the opportunity for Members to apply for approval of an Additional Course from the [Portfolio of Additional Course Syllabi](#) available.

**99.** A Member will not be permitted to apply for approval of, or continuation of, an Additional Course if they are subject to Sanctions.

**100.** An Additional Course will be subject to additional fees in accordance with the [Fee Schedule](#).

**101.** Members must comply with the relevant application process, course Syllabi, Policies, Guidance and appropriate Specification Documents in order to gain and retain the Additional Course approval.

- a) Failure to comply will result in Sanctions being applied and may result in the Additional Course being withdrawn or withdrawn in part from the Member, in line with Rule 122;
- b) Where an Additional Course has been withdrawn from the Member, any further application from that Member for that Additional Course, may be refused.

**102.** UKATA additionally provides the opportunity for Members to submit a bespoke Syllabus for consideration of approval and to be added to the existing portfolio of Additional Courses.

Members who wish to submit a bespoke Syllabus for consideration of approval should contact the UKATA office for further details.

## **BRAND**

**103.** The UKATA brand is recognised throughout industry, carrying very strong levels of credibility, authority and trust.

**104.** The UKATA logos are all registered trademarks owned by the UK Asbestos Training Association Limited.

**105.** Members are encouraged to utilise the UKATA brand to demonstrate quality, professionalism and competency in the delivery of asbestos training. Members should of course relate their membership to the relevant category of membership held. Members may use appropriate logos and terms detailed in the branding guidelines to describe their membership of UKATA.

**106.** Abuse of announcement of membership status, misuse of the logo, or unauthorised use of the logo could result in Sanctions being applied to the Member's Membership or possible referral for termination.

Please refer to the [Branding Guidelines](#) for more detailed information.

## **THIRD PARTY AGENTS**

**107.** UKATA shall permit Members to utilise the services of Third Party Agents who are not Members.

**108.** Third Party Agents are not permitted to use ANY UKATA logo, they are also not permitted to purport that they are a UKATA Member

**109.** The Member must register such Third Party Agents with UKATA and pay the relevant registration fee and annual registration fee as outlined in the [Fee Schedule](#).

**110.** There are two categories of Third Party Agents:

- a) Reselling Agent;
- b) Advertising Agent.

**111.** A Reselling Agent will market the Member's portfolio of UKATA Approved Training courses and will act as point of sale for the purchase. The Reselling Agent must have a competent person that meets the criteria set by UKATA and be available by prospective purchasers of the course to provide guidance and information on the correct type of training required by the prospective purchaser. The employee of the Reselling Agent that is defined as a competent person must not be an employee, director or Tutor of the UKATA Member as they would not be available at all times to provide such advice.

To ensure integrity and protection of the UKATA brand, the following statement must appear on the Third Party Agents website at the point of sale and any other marketing platforms, including social media channels:

*"This UKATA course that we are offering for sale, is sold under license from {Insert Member Company Name} who is the UKATA approved Member {Insert UKATA Membership Number}, and this company {Insert Third Party Agent Name} are not a UKATA Member for this classification of training, {Insert Training Course Title}"*

**112.** An Advertising Agent will market the Member's portfolio of UKATA Approved Training course but will not act as point of sale for the purchase. The Advertising Agent will act as conduit and the Member will be the point of contact for the sale.

To ensure integrity and protection of the UKATA brand, the following statement must appear on the Third Party Agents website at the point of advertising and any other marketing platforms, including social media channels:

*"This UKATA course that we are advertising, is sold under license from {Insert Member Company Name} who is the UKATA approved Member {Insert UKATA Membership Number}, and this company {Insert Third Party Agent Name} are not a UKATA Member for this classification of training, {Insert Training Course Title}"*

**113.** The Member agrees that by utilising the services of a Third Party Agent they will be responsible for:

- a) the conduct of the Third-Party Agent in respect of any UKATA training advertised or sold on their behalf;
- b) ensuring that the Third Party Agent is a fully operational trading company (i.e. not a dormant company) and not acting as a "front" for another company or organisation;
- c) notifying UKATA of any dissolution or winding up of the Third Party Agent business;
- d) ensuring that Third Party Agents, once successfully registered, include the relevant statement outlined in Rules 111 & 112 with immediate effect; and
- e) enforcing the requirements of the Rules of Membership, in particular but not limited to, [Branding Guidelines](#).

**114.** Members must successfully register the Third Party Agent with UKATA prior to allowing the Third Party Agent to advertise or resell their portfolio of training courses.

**115.** If any Third Party Agent should not meet these requirements, then the Member will be held accountable for any breach and may be subject to Sanctions.

## COMPLAINTS

**116.** A Member has the right to submit a complaint in writing to the Chief Operating Officer. If the complaint is against the Chief Operating Officer then the Member is advised to write to the UKATA Chair marked 'recipient only'.

**117.** UKATA is not able to provide a resolution service or act as arbitrator where disputes arise between a Member and their customer. Such matters are properly dealt with under the dispute resolution procedures contained within the contracts between the parties.

**118.** When dealing with complaint UKATA will:

- a) Log the complaint and assign a reference number;

- b) Send an acknowledgement within three Business Days of receipt of the complaint;
- c) Respond to the concerns within ten Business Days of the acknowledgement date;
- d) Investigate the complaint by using the relevant department;
- e) In all cases, communicate the outcome of the complaint to the Member.

**119.** If the Member is dissatisfied with the way in which a complaint has been handled the following applies:

- a) The Member may request a review of the complaint by writing to the Board of Directors providing the complaint reference number;
- b) The Member must state why they are dissatisfied;
- c) A complaint review will take place within ten Business Days;
- d) The complaint review will be conducted by a Director;
- e) The complaint review outcome will be communicated to the Member within two Business Days of the review.

## **SANCTIONS**

### **Breach of the Rules by a Member**

**120.** The Association, acting through its Chief Operating Officer, shall be entitled to apply Sanctions to a Member's membership, which shall include:

- a) Immediate suspension to the Certificate Generator;
- b) Immediate suspension of a Tutor on the Certificate Generator;
- c) Removal of the Member's listing from the UKATA website directory;
- d) Exclusion of attendance of any UKATA meeting. Where a Member is a Director that Member will be required to declare a conflict of interest and may be excluded (as a Director) from receipt of confidential papers and discussions relating to the alleged breach by the Member;
- e) Cessation in the advertising of a Member's services including the delivery of UKATA approved training;

- f) Removal of the UKATA logo from the Member's website;
- g) Downgrade the Member's category of membership.

**121.** Where a Member has failed an Audit on a category of membership or in respect of an Additional Course, the Association may choose to terminate that part of a Member's membership. The Member shall be notified in writing of any termination in part. With immediate effect, the Member must cease delivering the training course terminated in part. Failure to comply with the notice of termination in part will be considered a material breach and may result in the Member's membership being terminated in accordance with Rule .

**122.** Sanctions shall be applied in the following circumstances, including but not limited to:

- a) Failure to complete the annual application process within two months from the membership expiry date;
- b) Non-payment of any invoice issued by the Association in respect of any Fees by the due date;
- c) Member ceases to have an Employed and audited Tutor at the highest level of membership;
- d) Any failure of an Audit;
- e) Any event of insolvency including without limitation the Member taking any step to provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or if an individual being made bankrupt;
- f) A Third Party Agent has ceased to meet the criteria of a Third Party Agent as set out in these Rules;
- g) Any conduct, or alleged conduct by a Member or Tutor which may in the reasonable opinion of the Association bring the Association into disrepute, including without limitation, any alleged infringement of the branding guidelines by a Member or a

Member's Third Party Agent, any allegation of fraud concerning the creation of certificates concerning a Member or a Member's Third Party Agent.

**123.** The Association may apply a combination of Sanctions if deemed appropriate, and the Sanctions are not mutually exclusive.

**124.** Following the implementation of a Sanction, the Chief Operating Officer shall carry out an investigation into the circumstances which led to the Sanction of the Member and in particular shall undertake the following:

- a) Discuss the breach of the Rules with the Member which led to the Sanction and work with the Member to remedy the breach to the satisfaction of the Association;
- b) The Sanction will remain in effect until the Member is able to demonstrate to the reasonable satisfaction of the Association that the breach of the Rules has been remedied.

**125.** The following steps shall be considered as having taken appropriate action to remedy a breach of the Rules:

- a) Failure to complete annual application process within two months: The Sanction will remain in place and timescales provided to the Member by UKATA outlining the requirements for the Sanction to be lifted. Members who fail to comply with the requirements will be referred by the Chief Operating Officer to the Directors for consideration of termination pursuant to Article 31;
- b) Non-Payment of invoice: Member pays that invoice in full with cleared funds within ten Business Days of the Sanction. Failure by the Member to pay the overdue amount will result in the Sanction remaining and the Chief Operating Officer referring the breach to the Directors for them to consider a potential termination in accordance with the terms of Article 31 of the Articles of Association;
- c) Loss of Employed Tutor: The Sanction will remain in place until the Member has demonstrated that it has an Employed and

audited Tutor at the highest level of membership. Members may nominate a substitute tutor previously audited by UKATA at the highest category of their membership, potentially sourced from the UKATA Freelance Tutor Register. However, this arrangement is provisional and only valid until the upcoming membership renewal.

- d) Audit Failure: The Sanction will remain in place until a successful Audit has been completed. In the event of an Audit failure of one Tutor working for a Member, that Tutor shall remain suspended from being able to deliver any UKATA training or generate certificates through the Certificate Generator;
- e) Company insolvency of a Member/Bankruptcy of Individual Member or sole trader: This will be referred by the Chief Operating Officer to the Directors for consideration of termination pursuant to Article 31;
- f) Third Party Agent: The Third Party Agent shall be removed from the Association's register of approved Third Party Agent's and the Member shall cease to work with that Third Party Agent and shall terminate all contracts with such Third Party Agent. The Member must provide reasonable evidence that they have ceased to work with that Third Party Agent and following a review of such evidence, if the Association are satisfied the Member's Sanction will be lifted;
- g) Bringing the Association into Disrepute: The Chief Operating Officer shall promptly contact the Member and provide detail and the reasons for the immediate Sanction. The Member shall have five Business Days to respond to the allegations in writing, with full evidence (where applicable), marked for the attention of the Chief Operating Officer.

The Chief Operating Officer shall then review the response to the allegations and any evidence provided and compile a report of their findings. The Board of Directors shall consider the report as soon as they are reasonably able to do so and then determine

the action that the Board of Directors considers to be appropriate.

## **TERMINATION OF MEMBERSHIP**

**126.** The Board of Directors may terminate a Member's membership of the Association pursuant to the provisions of Article 31. Such termination may arise from:

- a) A material breach of the Rules (including without limitation, where the Member has breached the code of conduct in the Rules, breach of a Member's obligations with respect to Data Protection);
- b) Failure to remedy any of the events or breaches which have led to a termination;
- c) If a Member has had three or more Sanctions applied in a rolling two-year period.

**127.** Where a Member's membership has been terminated they must immediately cease to hold themselves out as a UKATA Member and any future application may be refused.

## **IMPLEMENTATION & REVIEW**

**128.** These Rules of Membership supersede any previous versions.

**129.** The UKATA Board of Directors reserves the right to alter, amend, change and update the Rules of Membership at any time, without prior notice.

**130.** Any amendments as stated in Rule 129 above, will be published to all Members with a time frame for implementation.