



UK ASBESTOS TRAINING ASSOCIATION

GUIDANCE

PROFESSIONAL MEMBERSHIP NEW APPLICATION

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PROFESSIONAL MEMBERSHIP – NEW APPLICATION GUIDANCE

Contents

Title	Page No
Definitions	3 – 4
Introduction	5
Syllabi	5
Fees	5
Application	5 – 6
Tutor registration	6
Verification	6 – 7
Audit	7 – 8
New application approval	8
Continuing obligations	8 – 9
Appendix 1	10 – 11

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 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;

Dedicated Training Centre means the premises owned or leased by a Member to deliver Non-Licensable and/or Licensable training;

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;

General Manager means the General Manager of the Association or any other person appointed to perform the duties of the General Manager;

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 has 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;

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;

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 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;

INTRODUCTION

1. This Guidance outlines the process that Applicants must adhere to for new applications for Membership and includes timescales that are designed to assist in ensuring Applicants complete the process in a timely manner.
2. Applicants must comply with the relevant application process, course Syllabi, Policies and Guidance in order to gain Membership.

SYLLABI

3. This application Guidance relates to the Licensable Work with Asbestos, Non-Licensable Work with Asbestos including NNLW and Asbestos Awareness Syllabi. The latest Syllabi can be found on the UKATA website, www.ukata.org.uk/resources-area/.

FEES

4. New applications will be subject to an Application Fee, Tutor Registration Fee, Audit Fee and Membership Fee and thereafter subject to an Audit Fee (if applicable) and Membership Fee, in accordance with the [Fee Schedule](#). Detailed information on Fees are outlined in Appendix 1.

APPLICATION

5. Before completing an application for membership, applicants must have read and understood the [UKATA Rules of Membership](#), Guidance and relevant Syllabi.
6. Applicants must complete the [Professional Membership – New Application](#) form and upload the following documentation:
 - a) Certificate of Incorporation, or if a non-limited company, evidence of trading in the form of a tax reference number or VAT registration number bearing the applying company name. The applicant must be a being a fully operational trading company (i.e. not a dormant company) and not acting as a “front” for another company or organisation.
 - b) Up to date public liability insurance certificate or schedule bearing the applying company name;
 - c) Training materials to include:
 - i. PowerPoint or PDF course presentation;
 - ii. Tutor narrative;
 - iii. Exam paper;
 - iv. Training needs analysis (*desirable*);
 - v. Lesson plan (*desirable*);
 - d) Company logo in JPEG or PNG format only.
7. Applicants applying for the category of Licensable or Non-Licensable must be able to demonstrate that they have their own Dedicated Training Centre to be able to offer this level of training, specifically practical work.
 - a) If you do not own a dedicated training centre, you will be required to complete a third party premises agreement. This will be forwarded to you by UKATA upon receipt of application. Please refer to the [Guidance on Minimum Standards for Training Centres](#) for further information.

8. Upon submitting your application and documentation an invoice will be issued with confirmation of how to pay via your preferred payment method.
9. Upon receipt of payment the Applicant will have six months to achieve membership.
 - a) Applicants who withdraw their application within six months shall be deemed to have failed the application process and the application archived. The Application Fee is non-refundable; however, the Audit Fee will be refundable if no Audit has been booked or taken place.
 - b) Applicants who fail to achieve membership within six months shall be deemed to have failed the application process and the application archived. The Application Fee is non-refundable; however, the Audit Fee will be refundable if no Audit has been booked or taken place.
 - c) The six months period to achieve membership may be extended at the discretion of the General Manager where the applicant has reasonable cause for any delay that has occurred. Any delay caused due to a fault of UKATA shall be considered and may be added to the six-month period. A request to extend the six-month period to achieve membership should be submitted in writing to the General Manager.
10. The Applicant will be assigned a dedicated File Handler who will review the submission and ensure all details and documents are correct to proceed to Tutor Registration. UKATA will not be responsible for any delays caused by inaccuracies on the application. It is the applicant's responsibility to ensure that all information and documents are accurate.

TUTOR REGISTRATION

11. Individual course Tutors must be able to demonstrate as a minimum they can meet the Tutor criteria.
12. The applicant must complete the [Tutor Application form](#) and provide the required information and documentation within ten business days.
13. Individual course Tutors will be subject to assessment of their knowledge and must successfully pass the Tutor Knowledge Test prior to the application proceeding to Verification.
14. UKATA must be informed of any changes relating to Tutors in writing within five business days of any change. Please refer to the [Guidance on Tutor Registration](#) for further information.

VERIFICATION

15. Verifications shall be undertaken by a Verifier.
16. Course materials and any accompanying documents received by the applicant are submitted to the Verifier for Verification against the relevant Syllabus and Guidance.
17. Applicants will be entitled to two verifications as part of their application Fees paid. For a third (and final) Verification or a post Audit Verification, additional Fees will apply in accordance with the Fee Schedule.
18. A period of ten business days is required for the Verifier to assess the materials and confirm the outcome of the Verification.

19. 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 Syllabus and Guidance;
 - b) Fail – the training materials are not compliant with the relevant Syllabus and Guidance. Amendments are required in accordance with the Verifier’s report and must be submitted for further Verification within five business days.
20. An outcome indicating a pass will allow the application to proceed to Audit.
21. An outcome indicating a fail will require the applicant to make amendments in accordance with the Verifier’s report and resubmit the course materials for a second Verification.
22. UKATA shall not accept any course materials that have been significantly changed beyond the scope of the required amendments outlined in the Verification report.
23. If the third Verification fails, the application will be placed on hold and referred to the General Manager for consideration and a response provided to the applicant within five business days.

AUDIT

24. The course for Audit must be for training at the category of membership applied for. For further details on the Audit schedule, please refer to Appendix 1.
25. The course for Audit must be a live course with a minimum of two-three delegates.
26. The registered Tutor only will be presented for Audit.
27. The applicant must complete the Audit Booking form sent by UKATA and provide the required information and documentation within ten business days:
 - a) The applicant is advised to provide UKATA with at least five business days’ notice of a potential Audit date;
 - b) The applicant must not advertise the course for Audit as UKATA training;
 - c) The applicant may not influence the choice of Auditor.
28. Subject to Auditor availability, Audit confirmation will be provided within five business days.
29. Any conflict of interest between the applicant and the Auditor must be declared at this stage in writing.
30. Applicants must provide reasonable access to the Auditor for them to conduct the Audit.
31. The Auditor will make observations during the Audit, assessing the venue, course delivery and content against the UKATA Syllabus and Audit criteria relevant to the category of training.
32. The Auditor will produce an Audit report and submit to UKATA within ten business days. The Audit report template can be found on, www.ukata.org.uk/resources-area/.
33. The Auditor does not pass or fail an Audit and therefore cannot provide an outcome to the applicant. 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.

34. The Audit report will be assessed by UKATA within ten business days. The applicant will be informed of the Audit outcome and will be provided with a copy of the Audit report.

The possible Audit outcomes are as follows:

Pass: The Audit has been accepted with no conditions and the applicant can proceed to membership.

Conditional: The Audit is conditionally accepted providing specific conditions applied by UKATA are complied with.

Where conditions are applied, UKATA reserves the right to apply additional Fees and shall notify the applicant on a case by case basis. UKATA will provide the necessary guidance outlining how the conditions may be lifted.

Fail: The Audit has failed to meet the required standards. Conditions may be applied by UKATA and a further Audit is required.

The applicant will be responsible for the cost of a further Audit.

Where conditions are applied, UKATA reserves the right to apply additional Fees and shall notify the applicant on a case by case basis. UKATA will provide the necessary guidance outlining how the conditions may be lifted.

If the further Audit fails this will be referred to the General Manager.

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

NEW APPLICATION APPROVAL

35. Once the applicant can proceed to membership, an invoice will be raised for the appropriate Membership Fee.
36. Membership will not be applied retrospectively. The applicant will not be confirmed as a Member until receipt of the Membership Fee and only when confirmed by UKATA.
37. The applicant will receive a welcome pack confirming details of membership. The applicant can now advertise as a UKATA Professional Member in accordance with the [Branding Guidelines](#).
38. The applicant will be issued with a website registration form which must be completed and returned to UKATA before being listed on the UKATA website directory.
39. The applicant will be issued with a Certificate Generator registration form which must be completed and returned to UKATA before access is permitted.

CONTINUING OBLIGATIONS

40. 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 found on <http://www.ukata.org.uk/resources-area/>.

41. Training materials verified and approved by UKATA must be the training materials used when delivering UKATA training.
42. 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.
43. Subject to paragraph 42 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.
44. 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.
45. 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.
46. Each Member must have an Employed and audited Tutor at the highest level of membership and must maintain suitable professional competency and up to date CPD. Should the Employed and audited Tutor leave the Member's organisation UKATA requires the Member to notify them of any change to the Member's Employed Tutor. The Member must replace the Employed Tutor or cease to offer Approved Training services. Failure to replace the Employed and audited Tutor will result in Sanctions being imposed on a Member.
47. All Members must continue to uphold the Guidance on Minimum Standards for Training Centres and demonstrate at Licensable and Non-Licensable level that they continue to own or lease a Dedicated Training Centre.
48. Members must maintain their public liability insurance and provide evidence of valid insurance to UKATA upon request.
49. If a Member elects to downgrade their category of membership during the membership year, no previous Fees are refundable.
50. 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.

Appendix 1 - Verification, Audit and Fees Schedule

Asbestos Awareness

Membership Year	Verification Required	Audit Required	Fee Schedule
Year 1(initial application)	Asbestos Awareness	Asbestos Awareness	Application Fee, Audit Fee & Asbestos Awareness Membership Fee
Year 2	n/a	Asbestos Awareness	Audit Fee & Asbestos Awareness Membership Fee
Year 3	n/a	n/a	Asbestos Awareness Membership Fee
Year 4	n/a	Asbestos Awareness	Audit Fee & Asbestos Awareness Membership Fee
Year 5	n/a	n/a	Asbestos Awareness Membership Fee
Year 6	n/a	Asbestos Awareness	Audit Fee & Asbestos Awareness Membership Fee
<i>Ad infinitum</i>			

Non-Licensable Work with Asbestos including>NNLW

Membership Year	Verification Required	Audit Required	Fee Schedule
Year 1(initial application)	Non-Licensable Work with Asbestos including>NNLW (including Asbestos Awareness)	Non-Licensable Work with Asbestos including>NNLW	Application Fee, Audit Fee & Non-Licensable Membership Fee
Year 2	n/a	Asbestos Awareness	Audit Fee & Non-Licensable Membership Fee
Year 3	n/a	n/a	Non-Licensable Membership Fee
Year 4	n/a	Initial/Refresher Non-Licensable Work with Asbestos including>NNLW	Audit Fee & Non-Licensable Membership Fee
Year 5	n/a	n/a	Non-Licensable Membership Fee
Year 6	n/a	Initial/Refresher Non-Licensable Work with Asbestos including>NNLW	Audit Fee & Non-Licensable Membership Fee
<i>Ad infinitum</i>			

Licensable Work with Asbestos

Membership Year	Verification Required	Audit Required	Fee Schedule
Year 1(initial application)	New Operative	New Operative	Application Fee, Audit Fee & Licensable Membership Fee
Year 2	New Supervisor	Initial/Refresher Supervisor	Audit Fee & Licensable Membership Fee
Year 3	New Manager	Initial/Refresher Manager	Audit Fee & Licensable Membership Fee
Year 4	Non-Licensable Work with Asbestos including>NNLW (Asbestos Awareness course included)	Initial/Refresher Non-Licensable Work with Asbestos including>NNLW (Asbestos Awareness course included)	Audit Fee & Licensable Membership Fee
Year 5	n/a	Asbestos Awareness	Audit Fee & Licensable Membership Fee

Upon completion of five successful audits as outlined above, Licensable Members will continue to be audited on an annual basis at licensable level only.