



# **UK ASBESTOS TRAINING ASSOCIATION**

## **GUIDANCE**

### **PROFESSIONAL MEMBERSHIP ANNUAL APPLICATION**

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# **PROFESSIONAL MEMBERSHIP - ANNUAL APPLICATION GUIDANCE**

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## DEFINITIONS

In this Guidance, 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 Members must adhere to for annual application and includes timescales for Members that are designed to assist in ensuring Members remain compliant.
2. Members must comply with the relevant application process, course Syllabi, Policies and Guidance in order to gain and retain membership approval.

## 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/](http://www.ukata.org.uk/resources-area/).

## FEES

4. Annual applications will be subject to Fees in accordance with the [Fee Schedule](#), dependent upon the Members category of Membership and the number of years Membership held. Detailed information on Fees are outlined in Appendix 1.

## ANNUAL APPLICATION NOTIFICATION

5. Before completing an annual application for Membership, Members must have read and understood the UKATA Rules of Membership.
6. UKATA shall notify Members of the application requirements two months prior to the Member's Membership Expiry Date, accompanied by the relevant pro forma invoice.
7. 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.
8. Payment for the annual application, as outlined on the pro forma invoice, must be received in full with cleared funds prior to the Member's Membership Expiry Date.
9. 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.
10. The Member will have a maximum of two months after their Membership Expiry Date to complete the annual application process, to include Verification and Audit where applicable.

## APPLICATION

11. Members must complete the [Professional Membership – Renewal Application](#) form and provide their up to date public liability insurance certificate or schedule bearing the Member's company name.

12. Where the notification email indicates training materials are required for Verification, the Member must upload all relevant documentation on the annual application form.
13. 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 a dedicated training centre.
14. The Member's dedicated UKATA File Handler will review the submission and ensure all details and documents are correct. UKATA will not be responsible for any delays caused by inaccuracies on the application. It is the Member's responsibility to ensure that all information and documents are accurate.

### **VERIFICATION (if applicable)**

15. Verifications shall be undertaken by a Verifier.
16. Course materials and any accompanying documents received by the Member are submitted to the Verifier for Verification against the relevant Syllabi and Guidance.
17. 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](#).
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 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.
20. UKATA will not accept any course materials that have been significantly changed beyond the scope of the required amendments outlined in the Verification report.
21. 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 Member within five business days.

### **AUDIT (if applicable)**

22. The course for Audit must be a live course with a minimum of two-three delegates.
23. Only registered Tutors can be presented for Audit.
24. In subsequent years alternate registered Tutors shall be audited.
25. 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.

26. Subject to Auditor availability, Audit confirmation will be provided within five business days.
27. Any conflict of interest between the Member and the Auditor must be declared at this stage in writing.
28. The Auditor will be provided with copies of Verification reports and previous Audit history.
29. Members must provide reasonable access to the Auditor for them to conduct the Audit.
30. 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.
31. 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/](http://www.ukata.org.uk/resources-area/).
32. 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.
33. 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 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 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 Member on a case by case basis. UKATA will provide the necessary guidance outlining how the conditions may be lifted. If the Member does not comply with the conditions applied by UKATA, Sanctions may be applied. Where the Member has materially breached the Rules, the Directors may consider termination of the membership in accordance with the requirements of the Articles.

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

The Member 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 Member on a case by case basis. UKATA will provide the necessary guidance outlining how the conditions may be lifted. If the Member does not comply with the conditions applied by UKATA, Sanctions may be applied. Where the Member has materially breached the Rules, the Directors may consider termination of the membership in accordance with the requirements of the Articles.

Where Sanctions are applied, UKATA will provide the necessary guidance outlining how the Sanctions may be lifted or in the case of a material breach, may result in termination of membership.

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

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

## **ANNUAL APPLICATION APPROVAL**

34. Confirmation will be sent by UKATA once the Member has successfully completed the annual application process for membership.

## **CONTINUING 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 found on <http://www.ukata.org.uk/resources-area/>.
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.
38. Subject to paragraph 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.
40. 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 will be borne by the Member.
41. 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.



42. 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.
43. Members must maintain their public liability insurance and provide evidence of valid insurance to UKATA upon request.
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.

## 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	Administration 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	Administration 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	Administration 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
Year 6	n/a	Initial/Refresher New Operative	Audit Fee & Licensable Membership Fee
<i>Ad infinitum</i>			

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