



# **UK ASBESTOS TRAINING ASSOCIATION**

## **GUIDANCE**

### **ADDITIONAL COURSE NEW APPLICATION**

### **DUTY TO MANAGE: APPOINTED PERSON**

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**ADDITIONAL COURSE – DUTY TO MANAGE: APPOINTED PERSON**  
**NEW APPLICATION GUIDANCE**

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## DEFINITIONS

In this Guidance Document, unless the context otherwise requires:

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

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

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

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

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

**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;

**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;

**HSE** means the Health and Safety Executive;

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

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

**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;

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

**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. UKATA provides the opportunity for Members to apply for approval of an Additional Course from the [Portfolio of Additional Course Syllabi](#) available.
2. 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. Failure to meet these requirements may result in the Additional Course being withdrawn from the Member.

## SYLLABUS

3. This application Guidance relates to the Asbestos Awareness Syllabus and the Duty to Manage: Appointed Person Syllabus. 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. This Additional Course will be subject to an Application Fee, Audit Fee and Additional Course Approval Fee and thereafter subject to an Annual Additional Course Approval Fee in accordance with the [Fee Schedule](#).

## CRITERIA

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

## APPLICATION

6. Before completing a new application for this Additional Course, Members must have read and understood the UKATA Rules of Membership.
7. Members must complete the [Additional Course Application](#) form and upload the following documentation:
  - a) Tutor details to include:
    - i. Current CV;
    - ii. Relevant certificates/qualifications.
  - b) Training materials to include:
    - i. Power Point or PDF course presentation;
    - ii. Tutor Narrative;
    - iii. Exam Paper;
    - iv. Training needs analysis (*desirable*);
    - v. Lesson plan (*desirable*).
8. The Tutor must be Employed by the Member and must have previously been successfully audited.

9. The Tutor information shall be reviewed by UKATA, on a case by case basis, to ensure the Tutor is suitably qualified and experienced to deliver the course.
10. If the Tutor is not accepted, further information and/or supporting evidence may be required to support the Tutors qualifications and experience.
  - a) If the further information and/or supporting evidence is not sufficient, an alternative Tutor, subject to paragraph 8, may be submitted for review;
  - b) If the Member has no Tutor that is suitably qualified and experienced to deliver the course, the application will be deemed to have failed.
11. If the Tutor is accepted, the application will be processed and an invoice will be raised for payment in accordance with the terms stated on the invoice.
12. Upon receipt of payment, the Member's File Handler shall review the submission to ensure all details and documents are correct to proceed to Verification. UKATA will not be responsible for any delays caused by inaccuracies on the application. It is the Members' responsibility to ensure that all information and documents are accurate.
13. Upon receipt of payment the Member will have six months to complete the application process.
  - a) Members who withdraw their application within six months will be deemed to have failed the application process and the application will be archived. The Application Fee is non-refundable; however, the Audit Fee will be refundable if no Audit has been booked or taken place;
  - b) Members who fail to complete the application process within six months will be deemed to have failed the application process and the application will be archived. The Application Fee is non-refundable; however, the Audit Fee will be refundable if no Audit has been booked or taken place.

## **VERIFICATION**

14. Verifications shall be undertaken by a Verifier.
15. Course materials and any accompanying documents received from the Member are submitted to the Verifier for Verification against the relevant Syllabi and Guidance.
16. Members 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.
17. A period of ten business days is required for the Verifier to assess the materials and confirm the outcome of the Verification.
18. 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 Verifiers report and must be submitted for further Verification within five business days.
19. UKATA shall not accept any course materials that have been significantly changed beyond the scope of the required amendments outlined in the Verification report.
  20. 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**

21. The course for Audit must be a live course with a minimum of two-three delegates.
22. Only the Tutor approved upon application can be presented for Audit.
23. The Member must complete the Audit booking form sent by UKATA and provide the required information and documentation within five business days.
  - 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.
24. Subject to Auditor availability, Audit confirmation will be provided within five business days.
25. Any conflict of interest between the Member and the Auditor must be declared at this stage in writing.
26. The Auditor will be provided with copies of Verification reports and previous Audit history.
27. Members must provide reasonable access to the Auditor for them to conduct the Audit.
28. The Auditor will make observations during the Audit, assessing the venue, course delivery and content against the Syllabus and Audit criteria relevant to the category of training.
29. The Auditor will produce an Audit report and submit to UKATA within ten business days. The Audit report template can be found on our website, [www.ukata.org.uk/resources-area/](http://www.ukata.org.uk/resources-area/).
30. 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.
31. 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:

<b>Pass:</b>	The Audit has been accepted with no conditions and the Member is approved to deliver the Additional Course.
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**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 shall 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 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 shall 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 Member will be responsible for the cost of a further Audit if required.

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

## **ADDITIONAL COURSE APPROVAL**

32. An invoice shall be raised for the Additional Course Approval Fee and payment is required by the terms stated on the invoice.
33. The approval of the Additional Course shall not be confirmed until payment has been received and only when confirmed by UKATA. Approval will not be applied retrospectively.
34. The Additional Course will be added to the Members current website listing on the UKATA website directory and added to the Certificate Generator.

## **CONTINUING OBLIGATIONS**

35. All Members must continue to uphold the standards set by UKATA for Additional Courses.
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 Additional Course approval 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 which 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 shall 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 current Additional Course approval is based, then the spot check Audit supersedes the initial Audit and the additional course application process shall be resurrected. Costs associated with that Additional Course application shall 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 require Members to notify them of any change to the Members 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. Should the Employed and audited Tutor approved to deliver the Additional Course leave the Member's organisation, Sanctions will apply.