



THE CPC LINK CONSORTIUM MEMBERSHIP

TERMS & CONDITIONS

1. Definitions

“JAUPT” means the Joint Approvals Unit for Periodic Training.

“THE CPC LINK” means the consortium and all its members approved by the JAUPT and registered on the JAUPT web site. <https://www.jaupt.org.uk/>

“Consortium Member Organisation” means an organisation registered as a member of THE CPC LINK consortium of approved training providers.

"Attendees" means those person(s) notified by the customer to THE CPC LINK who will attend at the selected Consortium Member Organisation location to receive the Services;

"Cancellation Charges" means the cancellation charge to be paid by The Customer to THE CPC LINK more particularly defined in clause 11 hereof;

"Course Date" means the date the course will be delivered;

"Location" means the place at which the course will be provided as detailed on the booking confirmation;

"Payments" means the amounts to be paid by The Customer to THE CPC LINK as listed on the booking confirmation;

"Course" means the training course to be provided by THE CPC LINK to The Customer and more particularly as listed on the booking confirmation;

“DVSA” means the Driver and Vehicle Standards Agency.

“Uplift Fee” means the fees paid to the DVSA to register a Customers attendance at a JAUPT approved training course on the DVSA Recording and Evidencing database.

“CPC LINK web site” means www.cpclink.co.uk

THE CPC LINK Website.

1. THE CPC LINK website retains all member documentation and is the medium used for course materials, course bookings, course amendments, course completions and any changes to centre or instructor status.
2. All courses will be advertised on THE CPC LINK website and attendees can book directly with the member organisation or alternatively they can book via THE CPC LINK website. When booking through THE CPC LINK website payment will be made to THE CPC LINK with the balance owed to the member organisation being made as per the “Payment” section of this document.
3. Only courses booked on THE CPC LINK website will be authorised.

Training Centre Approval

1. The consortium member has signed a contract with THE CPC LINK to deliver THE CPC LINK courses as approved by the Joint Approvals Unit for Periodic Training (JAUPT).



THE CPC LINK CONSORTIUM MEMBERSHIP

TERMS & CONDITIONS

2. The consortium member will operate as part of THE CPC LINK consortium, JAAPT approval number AC01913
3. The consortium member will not be recognised in isolation of THE CPC LINK consortium by either the Driver and Vehicle Standards Agency (DVSA) or the JAAPT.
4. Consortium membership is only valid for a period of twelve months, between the dates notified on THE CPC LINK website. After this date, unless membership is renewed, there will be no obligation to the member by THE CPC LINK. The member will, however, be expected to undertake its obligations with regard to candidate records. Upon cessation of membership, all THE CPC LINK training materials must be removed from all electronic devices within the member's jurisdiction. In the event of cessation of membership, entitlement to use THE CPC LINK or JAAPT logos or marketing materials will cease.
5. The consortium member should update records held on THE CPC LINK website of any changes to the company information held by THE CPC LINK as part of Training Centre Approval. Copies of new documentation must be uploaded to THE CPC LINK website within 10 working days of such changes being made. For the avoidance of doubt this includes, but is not limited to, updates to Training Centre Accreditations with other regulated bodies, changes to company details and status, instructor status, new insurance details etc.
6. The consortium member can only deliver periodic driver CPC courses that have been registered by THE CPC LINK and have JAAPT approval. THE CPC LINK will accredit new courses at the request of consortium members with the JAAPT if the training is deemed appropriate to periodic driver CPC training and demand is sufficient within the consortium.
7. Instructors delivering THE CPC LINK approved courses must be registered with THE CPC LINK Approved Centre. Evidence of members training staff qualifications will be uploaded for approval prior to courses being delivered and instructors will be required to undergo THE CPC LINK "initial" training if required, prior to being able to conduct THE CPC LINK developed training. Notification of changes to an instructor's status must be notified to THE CPC LINK within ten working days with changes being uploaded to THE CPC LINK website for consortium approval.
8. Induction for administration staff responsible for the uploading of required documentation to THE CPC LINK website will be available upon request.
9. The DVSA or the JAAPT may request an audit of THE CPC LINK processes and procedures which may involve visiting the consortium member at no cost to the member.

Recording of Candidate Details

1. The instructor should ensure that candidates record all personal and driving license details on the course registration form, which should be printed out prior to the course commencement.
2. The instructor **MUST** adhere to the guidelines listed in the “Classroom Procedures” form which is attached to the course register.
3. A “quiz” answer sheet should also be printed out for each delegate attending the course.
4. Instructors should check the driving license and provide proof of identity for each attendee. Proof of evidence will need to be stored by the training centre for a period not less than six years. Acceptable forms of proof of identity check are as follows:
 - a photocard driving licence
 - a valid passport
 - a digital tachograph card
 - a driver qualification card (DQC)
5. Training centres should upload attendee details, quiz results and feedback within four working days.
6. Certificates of attendance will be emailed directly to the attendee, where delegates or training partners opt out of this option, member organisations must ensure the attendee receives the certificate via other methods.

Evaluation of the Candidate Response

1. Instructors and Training Centres should review attendee feedback sheets to ascertain whether there are issues with the course content, delivery method, etc.
2. Consortium members should identify any consistent issues within its control and establish appropriate remedial actions to address them. Where the issue concerns THE CPC LINK developed course material, the consortium member should notify THE CPC LINK at the earliest opportunity. THE CPC LINK will use best endeavours to rectify course material within its control prior to the next scheduled course.



THE CPC LINK CONSORTIUM MEMBERSHIP

TERMS & CONDITIONS

Marketing & Branding Guidelines

1. All members will agree to the use of THE CPC LINK logo and the Driver CPC logo as defined by THE CPC LINK brand standards and the DVSA CPC Logo guidelines. Agreeing to these terms are part of the approval process. Information will be provided to the JAAPT by THE CPC LINK to ensure that consortium members are recorded by the DVSA as having the right to use the logos.

2. There are strict guidelines issued by the DVSA as to the use of The Driver CPC logo which can be used by the consortium member upon confirmation that the member will adhere to the guidelines. Confirmation is required before membership can be approved.
 - Business letter headed paper and compliment slips.
 - Newsletters, leaflets, posters.
 - Business adverts in classified directories (e.g. Yellow Pages).
 - Websites.
 - Event support merchandise.
 - Clothing or vehicles.
 - Certificates issued to Drivers who have undertaken a Driver CPC Training course.

3. The Restrictions / requirements for using the Driver CPC logo are as follows:
 - The only logo that may be used by the consortium member is the one issued by THE CPC LINK which bears the strapline "JAAPT APPROVED CONSORTIUM AC01913".
 - The Driver CPC logo should not figure more prominently the user's own logo and must always be positioned at the bottom left or righthand side of a document or website.
 - The Driver CPC logo must not be more than 50% of the size of the Approved Training Centres' own logo.
 - The Driver CPC logo can be accompanied by supporting wording to explain its use where appropriate e.g. 'Our trainers have been approved to deliver approved training courses for Periodic Training' or 'We provide Driver CPC Periodic Training approved training courses'.
 - The Driver CPC logo should not be used to wrongly infer that a particular instructor or training course has been approved by the DVSA or for Driver CPC Periodic Training.
 - The Driver CPC logo should not be accompanied by the word 'Recommended'.
 - The Driver CPC logo should not be accompanied by the word 'Accredited'.



THE CPC LINK CONSORTIUM MEMBERSHIP

TERMS & CONDITIONS

4. The use of THE CPC LINK name and logo by the consortium member are subject to agreeing to terms set out below. Agreeing to these is part of the membership application process. The logo and name can be used on the following:
 - Business letter headed paper and compliment slips.
 - Newsletters, leaflets, posters.
 - Business adverts in classified directories (e.g. Yellow Pages).
 - Websites.
 - Event support merchandise.
 - Clothing or vehicles.
 - Sales support materials.
 - Training materials originating from THE CPC LINK.

5. The Restrictions / requirements for using THE CPC LINK logo and name are as follows:
 - THE CPC LINK name and logo must NOT be used on business cards.
 - There are no restrictions on size or position of THE CPC LINK logo or name but where the name is used, the logo must also feature somewhere in the same document.
 - Use of extra wording such as THE CPC LINK “Recommended” is not permitted.

Payments

1. Annual membership fees must be paid upon initial approval and upon anniversary for the duration of membership.
2. Delegate registration fee is £14.75 per seven-hour course. This includes the DVSA uplift fee and is subject to VAT at the current rate where applicable (there is no VAT on the DVSA upload fee).
3. Invoices will be generated monthly, one invoice will be raised and will include the total number of delegates entered within The CPC Link website for that period and membership fees if applicable, statements will be issued monthly.
4. Payment must be made upon receipt of a statement strictly within 14 days.
5. Any fees that have been made to THE CPC LINK by delegates via the website will be refunded/deducted once the DVSA Uplift fee and course admin fee have been deducted.
6. Payments may be made by BACS, CHAPS or direct bank transfer.

Cancellation and Transfer Charges

1. Where attendees have booked directly with the Member Organisation, the attendee will adhere to the terms and conditions of the Member Organisation.
2. Where the attendee has booked directly with THE CPC LINK using THE CPC LINK website the attendees and the Member Organisation will adhere to THE CPC LINK DELEGATE TERMS AND CONDITIONS.
3. The terms within THE CPC LNK DELEGATE TERMS AND CONDITIONS which Member Organisations must adhere to around payment, cancellation and transfer are:

“THE CPC LINK and any Member Organisation reserves the right to cancel or alter the Course Dates or Provision of Service, the Location and the individual or organisation providing the Service. In event of cancellation, the booking will normally be transferred to the



THE CPC LINK CONSORTIUM MEMBERSHIP

TERMS & CONDITIONS

next available Course unless The Customer specifically requests otherwise. Where The Customer cancels any Services or the Attendees fail to attend at the Location on the Course Date to receive the Services the following conditions will apply to Payments made by The Customer:

Cancellation and non-attendance:

One hundred per cent (100%) of the Payments where cancellation is within fourteen (14) days, or, where the Attendees fail to attend at the Location on the Course Date to receive the Services.

Fifty per cent (50%) of the Payments where cancellation is above fifteen (15) days of the Course Date;

The following charges will apply if The Customer transfers their booking/s to a later date:

Free of charge for all transfers made fifteen (15) days or greater before the Course Date as long as the transfer is to the same Consortium Member Organisation.

Fifty per cent (50%) for all transfers made fifteen (15) days or greater before the Course Date if the transfer is to a different Consortium Member Organisation.

All transfers made fourteen (14) days or less prior to the Course Date will be charged in full.

The transfer option only relates to delegates who are transferring to a different date on the same course. The choice of course date must be specified at the time of transfer (otherwise the instruction will be considered a cancellation)."