

Prospect Awards CIC Endorsed Programme Approval Terms of Service

1. SECTION: Policy and procedures

- a. We (the centre) confirm that we will have prior to commencing the course the following arrangements and/or documents in place and that they are up to date and appropriately communicated across the centre and any partner sites/organisations.
- b. We agree to upload these documents to the secure location on PLAZA (Centre Documents Section – Templates are available in PLAZA)
 - i. Equal Opportunities and Diversity Policy
 - ii. Appeals Procedure
 - iii. Complaints policy and

2. SECTION: Staff and physical resource

- a. We will retain staff of appropriate size, competence, experience and track record to undertake the delivery of the development award
- b. We will ensure that the centre has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the development awards as required by Prospect Awards
- c. We will undertake to provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain their expertise and competence for the above-named development award (s).
- d. We understand that it is the centre's responsibility to maintain the currency of staff details in the "centre profile" in the system and that any misleading information provided may result in sanctions being applied
- e. We will ensure that staff involved with a development award will fully understand the relevant development award specification(s) provided by the centre and will comply with its provisions.
- f. We will use buildings that provide access for learners for assessment purposes, in accordance with relevant equalities legislation.
- g. We will ensure that the appropriate range of relevant and current equipment required to deliver and assess the development award are available in accordance with the associated specification(s) and that these are reasonably maintained.
- h. We confirm that the centre has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of Prospect Awards development awards.
- i. We confirm that we will update the staff tab in the PLAZA system with details of the key staff who we will use to support the delivery of the development award (s)
- j. We confirm that we will provide relevant resources to support the delivery of the development award (s)

3. Section Award Delivery. The Centre

- a. Will have appropriate arrangements and agreements in place with any third parties who provide goods or services to the centre which contribute to the delivery of the development award (s).
- b. Have appropriate and effective management of all sub-contracted services and that requirements will apply to any satellite sites affiliated to the centre (e.g. remote or delivery sites).
- c. Will ensure we have effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of Prospect Awards
- d. Will provide access to documents, records, data, staff, third parties, sub-contractors, learners, satellite centres or any other resource required by Prospect Awards and/or, where relevant, the appropriate regulatory authorities during an investigation/monitoring activity.
- e. Understand and accept that whilst Prospect Awards have a regulatory responsibility to protect the interests of learners, learners are recruited by our centre therefore any services they receive, or fees they pay are the responsibility of the centre.
- f. Will register/enter learners for assessment in a manner which adheres to Prospect Awards requirements and will abide by any restrictions regarding the minimum amount of time that learners must be registered with Prospect Awards before certification.
- g. Will take reasonable steps to ensure that all relevant centre staff understands how and when to apply for learner registration and certification.
- h. Will ensure that appropriate and reasonable arrangements are in place to confirm the identity of all learners enrolled at the centre and registered on Prospect Awards development award s.
- i. Will maintain accurate learner records and details of achievement in line with the requirements of Prospect Awards and make these records available for external verification and auditing purposes, as required.
- j. Will ensure that learners receive appropriate inductions and support when enrolled on an Prospect Awards development award .
- k. Will have appropriate administrative systems in place to track the progress of learners towards their target awards and to ensure the validity of any claims for certification.
- l. Have or will put in place appropriate staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits and recording of exemptions (where appropriate).
- m. Will take all reasonable steps to guard against fraudulent or mistaken claims for certificates.
- n. Will keep relevant learner records, for the minimum specified amount of time and make these available to Prospect Awards upon request.
- o. Agree to notify Prospect Awards in advance, and seek their approval, if we wish to deliver or assess an Prospect Awards development award in another language other than English.

4. SECTION: Overarching declaration. The Centre

- a. Agrees to promptly notify Prospect Awards should a change of control occur in relation to the ownership of the centre (e.g. taken over by another organisation/individual, a merger, or any insolvency or bankruptcy proceedings have commenced against the centre) or there is a change in the company's legal

status.

- b. Agrees to promptly notify Prospect Awards if the centre is held by a court or any professional, regulatory, or government body to have breached a provision of any other legislation or any regulatory obligation to which it is subject (this would include a Companies House Dissolution)
- c. Agrees to promptly notify Prospect Awards if the centre becomes insolvent or subject to corporate financial restructuring or bankruptcy proceedings.
- d. Agrees to comply with requirements from Prospect Awards as updated and amended from time to time and as outlined in their operating manual, development award specifications and guidance materials.
- e. Agrees to take all reasonable steps to help ensure that Prospect Awards is able to comply with the regulatory requirements placed on it and relevant to the development award (s) we intend to offer.
- f. Will take all reasonable steps to comply with requests from Prospect Awards for information, data or documents required by Prospect Awards or, where relevant to the development award (s) we will offer by the regulatory authorities as soon as practicable.
- g. Will provide payment of all valid invoices presented by Prospect Awards within the stated terms and conditions of the invoices.
- h. Understands that failure to pay Prospect Awards in accordance with the payment terms associated with its development award s may result in services being suspended and/or development award approval being removed.
- i. Agrees to promptly update the centre profile in the PLAZA system should any changes occur to the information held on it.
- j. Has effective communications arrangements in place to ensure that the learners and staff are fully informed of the requirements associated with Prospect Awards development award
- k. Will not make any use of Prospect Awards trademarks, trade names, logos or other insignia except as expressly agreed in writing with Prospect Awards and in accordance with all of Prospect Awards' written instructions from time to time.
- l. Will not make any statements, advertisements or promotions in relation to Prospect Awards development award s that are could mislead learners and other users of the development award s.
- m. Will comply with all relevant legislation (including (not exclusively) data protection, health and safety and equalities law).
- n. Agrees to notify Prospect Awards if the centre wishes to withdraw from offering an approved Prospect Awards development award in accordance with our development award withdrawal process and/or is unable to continue to offer approved Prospect Awards development award s.
- o. Will cooperate fully with Prospect Awards in cases where either the centre or Prospect Awards decides to withdraw the centre from offering a development award (s) (e.g. whether the withdrawal is voluntary or via the application by Prospect Awards of sanctions).
- p. Will take all reasonable steps to protect the interests of learners if a development award is withdrawn from the centre (e.g. make best endeavours to find alternative centres, or seek certification for any achievements they have obtained).

- q. Will assist Prospect Awards and/or, where relevant, the appropriate regulatory authorities in carrying out any reasonable investigations/monitoring activities in relation to the delivery of regulated development awards or Prospect Awards activities at our centre.
- r. Will promptly notify Prospect Awards when it has cause to believe there has, or is likely to be, a major non-compliance with documented procedures and requirements and/or relevant associated regulatory requirements.
- s. Understands and accepts that Prospect Awards may terminate the recognition/approval for all or some of the development award approvals assigned to the centre without penalty at any time upon 30 days written notice.
- t. Understands the Centre can terminate this agreement by giving 1 months written notice and the agreement will terminate at the end of the one(1) month notice
- u. Understands that Prospect Awards may terminate without notice the Agreement under the Sanctions Policy in force at the time due to Centre Malpractice or Maladministration, or if the centre becomes insolvent, or the centre does not pay or the centre does not register any learners within a 18 month period.
- v. That on termination of the Agreement for whatever reason all charges owed by the Centre to Prospect Awards will become payable immediately.
- w. Agrees that if this application is accepted it will form a contract between the centre and Prospect Awards and will be referred to where there is any dispute or disagreement relating to the role and responsibilities of our centre.
- x. Agrees that if Prospect Awards terminates the approval, giving notice in writing, that we shall immediately cease providing the development awards (to which this approval relates) and all related thereto.
- y. Agrees to promptly inform Prospect Awards of any material changes to the information given in this application. If the centre fails to do so, Prospect Awards reserves the right to terminate approval by written notice to the centre, effective from the date stated in that notice.
- z. To the best of our knowledge (having made all due and careful enquiry) that there is no information, if disclosed, might reasonably be expected to affect Prospect Award's decision to approve the centre.
- aa. Understands that Prospect Awards will not be liable for any loss of profits, business or opportunity, any loss of goodwill or reputation, or any indirect or consequential loss or
- bb. Damage suffered or incurred by your Centre or any third party arising out of or in connection with this Agreement
- cc. Agrees that Prospect's aggregate liability in respect of any loss or damage suffered by my Centre and arising out of or in connection with this Agreement, shall not exceed the amount of the fees actually paid to Prospect under the Agreement
- dd. Agrees that, forces/events outside of Prospect's reasonable control, (including acts of God, war, terrorism, fire, natural disasters and industrial action) delays (or suspends) the performance of Prospect's obligations as set out in this agreement. Prospect Awards will inform the Centre and relevant authorities when this occurs and when we hope to be able to meet our obligations once more.
- ee. Understands that Northern Ireland Law is the law which applies to this agreement for centres offering Prospect Awards Development award

- ff. Agrees that following centre approval if any dispute arises in connection with the agreement (other than Prospect Awards deciding to withdraw centre approval as per above) the parties representatives shall meet together as soon as reasonably possible (in any event within 1 month of notification) and seek to resolve the dispute and agree any necessary action.
-

5. **SECTION: Centre Authorisation** This section confirms that the person completing this form is authorised by the centre to do so and to agree to the requirements set out.

- a. By clicking the box below, I represent and warrant that I am the Head, Principal, Chief Executive or other representative of my 'Centre' and am duly authorised by my Centre to execute and deliver this agreement on behalf of my centre and I represent and warrant that this agreement is binding upon my centre in accordance with the terms as set out.
-

6. **SECTION: Prospect Awards Declaration**

- a. This section outlines Prospect Awards role in the development award delivery process
- b. Prospect Awards confirms that it will:
- c. Set out all the requirements with which the Centre must comply in order to continue to deliver the development award s
- d. Publish and make available to the Centre a Sanctions policy to be applied in the event that the Centre fails to comply with these requirements.
- e. Take all reasonable steps to protect the interests of Learners where the Centre withdraws from the delivery of a development award .
- f. Specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a development award , or from development award delivery /centre approval in general
- g. Answer accurately, fully and within a reasonable time any reasonable enquiries received from users of development award s.
- h. Provide effective guidance to the Centre in respect of the parts of the delivery of development award s which the Centre undertakes.
- i. Upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- j. Provide information in relation to the policy for issuing invoices
- k. Provide information in relation to the payment of invoices and the retention and content of invoices.
- l. Provide information in relation to the Sanctions policy to be applied in cases where centres fail to comply with the requirements of Prospect Awards.
- m. Provide information in relation to the written Complaints procedure

- n. Provide information in relation to the published details of the expected dates or timescales for the issue of results.
- o. Comply with the requirements of Data Protection legislation in relation to all personal data supplied by the Centre. The data collected from Centres will only be used for the purpose for which it has been collected and will not be disclosed to any unauthorised person or body.
- p. Personal data will be processed in accordance with PROSPECT Award's GDPR Policy Prospect Awards will not disclose information if to do so would breach a duty of confidentiality or any other legal duty.

End of Form