

# Immersive Driver CPC Training Consortium

Membership Terms & Conditions



May 2021 – V.1.0

# Immersive Driver CPC Training Consortium Membership Terms & Conditions



## Copyright © 2021.

All rights reserved. No part of this book may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, scanning, or otherwise, without the prior written permission of the publisher.

## Disclaimer

All the material contained in this book is provided for educational and informational purposes only. No responsibility can be taken for any results or outcomes resulting from the use of this material.

While every attempt has been made to provide information that is both accurate and effective, the author does not assume any responsibility for the accuracy or use/misuse of this information. All information contained in this document is accurate at the time of publication. It is the responsibility of the reader to update his/herself regularly on any changes to Road Traffic or Safety, Health and Welfare at Work legislation that may be relevant to driving for work.

## Document Change log

Immersive Driver CPC Training Consortium – Membership Terms & Conditions			
Name	Date	Version Number	Description of change
James Tillyer	18.05.2021	1.0	Document Created

# Summary of the Membership T&C

As a condition of membership, it's important that we create terms and conditions so that everyone is clear on the correct way to manage and implement the immersive Driver CPC training.

The following T's & C's represent your contract to deliver driver training using the content and technology developed and provided by Transformation and FrancisKodak Design Lab. These Terms and Conditions shall be governed by the laws of the United Kingdom and disputes will be subject to the jurisdiction of the English courts.

By becoming a member of the consortium you agree to be legally bound by these terms and commit to abide by the conditions therein, which shall take effect immediately following payment of the membership fee.

By entering into the contract, members also commit to comply with The Vehicle Drivers (Certificates of Professional Competence) Regulations 2007. Failure to meet these terms and conditions may result in removal or suspension of your membership.

Transformation Limited and FrancisKodak Design Lab Limited reserve the right to amend these terms and conditions at any time, for the benefit of the members.

To prevent disruption you will be notified about any intended changes in good time.

# Terms and Conditions

1. You must demonstrate that your training instructor has a sound knowledge of the relevant regulations and training requirements, and provide evidence of understanding the subject material and teaching methods
2. You must provide the name of the person responsible your membership. If at any time that person leaves your company or their responsibility changes, you must nominate a new person to manage the membership. This person must be in a position to authorise payment and manage the membership
3. You must supply us with details for your registered business and a contact address. Members can operate from more than one site, but PO boxes are not accepted. If you operate from more than one location, you must ensure these terms and conditions are adhered to at each site
4. The policies and procedures in your membership pack must be adhered to at all times
5. Only approved courses may be delivered; no other course will count towards the drivers' periodic training hours
6. You must provide details of scheduled courses no less than 3 working days before the course takes place. Notification must be sent to [davina@transformation.co.uk](mailto:davina@transformation.co.uk) (refer to the planning and delivery policy in your membership pack)
7. Courses must be delivered in accordance with JAUPT's quality assurance processes <https://www.jaupt.org.uk/useful-links/jaupt-processes/>
8. Course material must not be altered, modified or changed in any way
9. All courses must be delivered in English



# Terms and Conditions

10. You must ensure that drivers have access to a smartphone for the duration of the course, and that they're able to download the ANET360 app. The app can be removed at the end of the course
11. You must carry out checks to verify the identity of each driver. To maintain standards the checks must be done using the ANET360 smartphone app. You must approve the driver's identity on the ANET360 LMS system otherwise they will not be able to access the learning materials. When your training instructor approves the driver details in the ANET360 LMS system it will store the name of the instructor and the date and time when the details were approved. Identity checks must be carried out at least 15 minutes before the start of the course. An acceptable form of ID is a photo card, driving licence, valid passport or driver qualification card. If it's not possible to validate the driver's identity then they cannot attend the course. Failure to verify the driver's identity may result in the termination of your membership, pending an investigation. You must use the digital participant identification system to record delegate details in the system (refer to the step by step verification guidance in your pack)
12. Members who use other people's premises (e.g. customers) must ensure that the training environment, including premises, resources, equipment and facilities, are suitable and accessible for all drivers
13. The course requires access to a good quality WIFI network. You must have good IT capability during and after the course, to enable access to the cloud-based applications and to communicate with us if necessary
14. Before the start of each course, you must ensure that you or your training instructor use the member guidance and instruction card to deliver an adequate virtual reality health and safety briefing to drivers

# Terms and Conditions

15. You must issue drivers with a personalised certificate of attendance at the end of the course. The consortium certificate of attendance (in your membership pack) must be used
16. Attendance and driver feedback must be provided within 24 hours from the end of the course. Drivers must complete the post-workshop / evaluation form using the smartphone app
17. You must hold public liability and professional indemnity insurance to the value of £1 million and provide a copy of the certificate to us on request
18. Vehicles used by the training instructor to travel to and from the course venue must have a current MOT (where applicable) certificate, valid insurance and tax
19. For compliance purposes, you agree to provide relevant documentation on request. Fraud will not be tolerated and will result in the termination of your membership
20. For quality assurance purposes, we reserve the right to visit you or attend a course at any reasonable time without prior notice and contact drivers after the course
21. For data protection purposes, you are required to register with the Information Commissioners' Office <https://ico.org.uk/> and provide a copy of the certificate within 30 days of the start of your membership



# Terms and Conditions

22. Your annual membership fee is £1,999 + vat and includes:

- 20 virtual reality headsets\*
- 100 branded pads and pens
- 1 train-the-trainer session\*\*
- Driver upload administration\*\*
- Social media engagement
- Assistance with advertising
- A monthly newsletter including updates and opportunities
- Regular briefing updates
- Access to the anet360 learning management system
- Access to the anet360 smartphone app
- Approval to deliver DVSA / JAAPT approved training for 12 months
- Up to 24 hours technical support within your 12 month membership
- Up to 24 hours administrative support within your 12 month membership

Your annual licence fee includes access to the course material, use of IP and branding on your website and stationery (refer to the branding guide in your membership pack):

- 1 course – 100 licenses - £499 + vat
- 2 courses – 150 licenses - £799 + vat
- 3 courses – 200 licenses - £999 + vat (3rd course available from Nov 21)
- One licence = one driver

# Terms and Conditions

- 23. Payment is required in full once membership is approved. You can apply to add an extra course at any stage of your membership and you will only pay the difference (i.e. £300 for the 2nd course)
- 24. You can terminate your contract at any stage, but please be aware that no refund will be issued
- 25. Your membership will renew automatically. If you'd like to opt out of automatic renewal please contact [davina@transformation.co.uk](mailto:davina@transformation.co.uk) at least 10 days before the expiry date
- 26. To ensure we only have active members you must deliver at least 1 training session within the first 3 months of membership. If you don't it may result in membership cancellation. If we cancel your membership within the first 3 months we will refund 50% of the total fee (membership and licence)



# Useful Contacts



If you need to speak to us about these terms and conditions or you have a general membership query please don't hesitate to get in touch;

## Terms & conditions / Training content

- James Tillyer – [james@transformotion.co.uk](mailto:james@transformotion.co.uk) / 0800 133 7110

## Admin

- Davina Smythe – [davina@transformotion.co.uk](mailto:davina@transformotion.co.uk) / 0800 133 7110

## Technical support (app, LMS platform)

- anet360 Business Support Team – [support@anet360.com](mailto:support@anet360.com)

## Ordering additional VR headsets

- anet360 Business Support Team – [support@anet360.com](mailto:support@anet360.com)

## Booking additional train-the-trainer session

- anet360 Training Support Team – [training.enquiries@franciskodak.com](mailto:training.enquiries@franciskodak.com)





**Transformotion is a consultancy and training developer serving the logistics and transport sector.**

We deliver projects, raise standards, develop training and create audits to improve fleet and driver performance.

We're all about people; our focus is how to provide the best experience and develop products that connect with the end user.

Transformotion Ltd.

Company number: 09497345  
Registered office – Unit 11, Shaw Barn,  
Whitesmith, East Sussex, UK BN8 6JD  
VAT Number – GB 211592729

Transformotion is a registered trademark of  
Transformotion Limited

All rights reserved.

**FrancisKodak Design Lab Ltd.  
Is an award-winning Design And  
Innovation Consultancy.**

FrancisKodak Design Lab Ltd. is a family-run design and innovation consultancy that has creativity, human-centred design and a passion for road safety as part of its DNA.

Based in London and Budapest, we create value and positive impact through the design of cutting-edge software, physical products and service experiences.

**anet360** is researched, designed and developed by FrancisKodak Design Lab.

FrancisKodak Design Lab Ltd.

Company number: 08216640  
Registered office – Hurlingham Studios,  
Ranelagh Gardens, SW6 3PA, London  
VAT Number – GB 26111 63 42

Another Set of Eyes, ANET, ANET360,  
ANETPRO is a registered trademark of  
FrancisKodak Design Lab Ltd.  
Registration number: UK00003417482  
All rights reserved.