



Driver & Vehicle  
Standards  
Agency

## DVSA Accreditation Scheme

### Terms and Conditions

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#### 1. Introduction

1.1 The DVSA Accreditation scheme will accredit non-statutory road safety products and interventions that we are satisfied will deliver a positive road safety impact. We aim to increase the credibility of products which we accredit - thereby improving public confidence and increasing uptake.

#### 2. DVSA Accreditation Terms

2.1 The DVSA Accreditation Scheme is operated by the Scheme Manager.

2.2 The DVSA Accreditation Scheme is governed by these Terms and Conditions.

2.3 By making an application, the applicant agrees to be bound by these Terms and Conditions

2.4 DVSA will not consider products or interventions already approved via other statutory schemes

#### 3. Accreditation Conditions

3.1 The Organization agrees that they and their employees act at all times (including once their product has been accredited) in accordance with these Terms and Conditions and comply with the following: -

3.2 The organisation agrees that their employees, agents, and sub-contractors do not, give offer or authorise, directly or indirectly, anything of value to any employee, officer, or agent of the Accreditation Scheme with the intention of inducing them to perform a function or activity improperly or to reward that person for improper conduct.

3.3 The organisation acknowledges that their DVSA accredited product is not an official DVSA product and agrees they will not imply this is the case, either directly to the public or in promotional materials. DVSA will not be liable for any loss or damage suffered as a result of using an accredited product and any complaints made by the public about the product will be resolved by the organisation that delivers it, not DVSA.

3.4 If the organisation's product has received a DVSA Endorsed award they acknowledge that in order to maintain that award they will continue to provide evidence of the products effectiveness, positive road safety impact and any further evidence that the scheme manager may require on an annual basis. Failure to do so may result in the scheme manager deciding to removing the Endorsed award.

#### **4. Refusal, Withdrawal, and Removal of Accreditation.**

4.1 An organisation may withdraw its product from the DVSA Accreditation Scheme at any point in time by giving written notice to the Scheme Manager.

4.2 DVSA may, in its absolute discretion, refuse or remove accreditation if it considers that it is necessary to do so to prevent the scheme from being brought into disrepute. This may be when the actions of the organisation, their employees, agents, or sub-contractors be such that it has an adverse impact on the integrity or reputation of the DVSA Accreditation Scheme

4.3 If in DVSA's opinion the organisation delivering the accredited product has materially breached its obligations under the terms and conditions, or protocol laid down in this guidance document the scheme manager may remove accreditation from the product

4.4 The Scheme Manager may remove an Accreditation if:

4.4.1 the Organisation becomes bankrupt or insolvent

4.4.2 the Organisation knowingly provides false information to the Scheme Manager

4.5 In the event of refusal to, withdrawal from or removal from the DVSA Accreditation Scheme, DVSA will not be liable for any costs incurred by the Organisation.

4.6 An Organisation who wishes to appeal an adverse decision by the scheme manager must do so by providing written representations, including any documentary evidence, within 28 days of receiving notice of the decision.

4.7 The scheme manager will consider the representations and the Organisation will be notified of the decision within 28 days. The decision of scheme manager is final.

#### **5. Effect of Termination**

5.1 The Organisation acknowledges that if the Organisation's Accreditation or application is refused, removed, or otherwise ends for any reason:

5.2 The product's name will be removed from all relevant DVSA content.

5.3 The organisation will no longer be entitled to use the DVSA Accreditation logos

5.4 These Terms and Conditions will no longer apply, subject to any provisions that expressly or impliedly survive the termination or expiry of these Terms and Conditions.

## **6. Intellectual Property Rights and Use of Materials**

6.1 The Organisation acknowledges that any material, trade name and all Intellectual Property Rights used in connection with the Scheme will remain the property of DVSA. Membership of the DVSA Accreditation Scheme is voluntary and confers no property ownership right on the members.

6.2 The organisation will ensure that any DVSA learning materials or intellectual property used in conjunction with the product is done so under licence in line with DVSA's guidance on gov.uk. If the scheme manager is not satisfied that the organisation has adhered to DVSA's intellectual property guidance they may remove accreditation from the product

6.3 The organisation acknowledges that it may use the DVSA Endorsed/Recognised logos on business letter headed paper and compliment slips, business adverts in classified directories, websites, formal business emails, social media posts and course materials. In all contexts the organisation acknowledges that the logos will only be used specifically in conjunction with the accredited product without implying that the organisation itself is accredited

6.4 The organisation acknowledged that it will not use the DVSA Endorsed/Recognised logo on clothing, merchandise, vehicles, certificates, a specific webpage more than twice or in bulk/unsolicited emails