

# Guide to operating an Authorised Testing Facility (ATF)

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## Introduction

The Driver and Vehicle Standards Agency (DVSA), on behalf of the Secretary for State for Transport, undertakes statutory testing at privately owned premises approved for testing purposes known as Authorised Test Facilities (ATFs). This guide and the instructions contained within the document relate to ATF's.

DVSA and ATFs will enter into a formal agreement 'the Contract', the Contract authorises sites identified in Schedule 4 of the ATF Contract that statutory testing and related activities may be conducted and details all of DVSAs and the ATFs rights and obligations.

An ATF may operate in one of the three scenarios described below:

- 1. Own Account Only the ATF will present their own fleet.
- 2. Third Party Own Account with the option to test Third Parties.
- Open Access the ATF will continually offer Third Party testing to <u>any</u> Third Party applicant, the ATF will agree under the terms of the contract that DVSA will be entitled to publish the ATF sites details as a site offering testing to any Third Party.

If ATF's wish to operate under scenarios 2 & 3 the ATF must provide notice to DVSA of their intention to offer either 'Open Access or Third-Party Testing'. Should the ATF wish to withdraw the provision of Open Access Testing, the ATF must give DVSA at least six month's notice in writing.

Should the ATF wish to withdraw the provision of Third-Party Testing (scenario 2) they must inform DVSA giving at least six month's notice.

In all cases the notification of any changes should be submitted by the ATF on DVSA form 785 (ATF Application to Vary the Authorisation of an ATF) attached in section 12 of this document.

# **DVSA Roles and Responsibilities**

# **Network Business Manager (NBM)**

Each ATF will have a designated DVSA NBM assigned. The NBM is your direct point of contact and is the person responsible for management of all aspects of ATF processes. Manage and develop client relationships with the testing network through regular contact and site visits. Act as key account manager for multi-site testing clients across DVSA. Ensure testing compliance with the contract. Make recommendations for improvements and support service providers to achieve the improvements through sharing of best practice.

## **National Account Manager**

Management of the team of NBMs. Account Manager for multi-site contracts and trade associations.

## **Vehicle Standards Assessor (VSA)**

Conduct Statutory Inspections (and supplemental tests) on all vehicles and trailers presented for test at ATFs. Responsible for ensuring roadworthiness standards are applied and issuing appropriate documentation accordingly. Ensuring Health and Safety (H&S) compliance at ATFs prior to and during testing events.

## **Technical Team Leader (TTL)**

Management of VSA team and responsible for quality assurance of testing standards. All ATF H&S and site compliance and issuing suspension notices for serious or continuous non-compliance. Conducting quarterly H&S compliance checks and providing feedback to ATFs of non-compliance. Responsible for resolution of complaints, both technical and behavioural.

## **Testing Network Manager (TNM)**

Overall responsibility of testing teams (VSAs & TTLs) in geographical regions.

## **DVSA Contract Manager**

The DVSA Contract Manager has oversight of all DVSA Contracts and liaises with the NBM with reference to the ATF Contract. Have the power to act on behalf of DVSA in relation to the Contract. Will oversee the 'dispute resolution process' to ensure that contractual obligations are met by both parties. Will have the authority to suspend or terminate an ATF contract on behalf of DVSA. Responsible for agreement and authorisation of any compensation claims made.

# **Central Planning Team**

Send, collate, and process Quarterly Booking (QB) request forms from ATFs. Liaise with NBMs to ensure resource confirmed as part of the QB will match current and future demand profiles.

# **DVSA Deployment Team**

Short/medium term planning of DVSA resource to ensure ATF confirmed site events are met. Process cancellations and Short Notice Booking (SNB) requests and DVSAs ability to meet these by assessment of Working hours and Assessor availability. Notify ATFs of any changes to confirmed reservations and late or non-attendance by DVSA, primary contact for ATFs in case of non-attendance.

## Retro - Key Team

Reconciliation of test fees following a testing event, including retained fees if applicable. Entering of test results onto DVSA databases. Provision of receipts to ATFs detailing fees taken.

## ATF Contract Overview

The full list of an ATF's obligations is contained in the ATF contract. The following is not a complete list but does include those key requirements that ATFs need to operate under.

### The ATF Party is obliged to:

Ensure sufficient funds are available in the PFA to allow DVSA to deduct reservation fees and fees for tests conducted.

Make a suitably competent person ("the Site Manager" and or Deputy) available throughout each Testing Day as a principal point of contact for the Assessor;

- The Site Manager will manage the day to day performance of the Contract
- They will resolve any issues arising with the respect to the testing equipment and 3<sup>rd</sup> parties (this does not include issues that relate to the result of the test
- The ATF must not harass, bully, verbally or physically abuse, or discriminate against any employee of DVSA or person acting on its behalf and shall apply the principals set out in DVSAs Dignity at Work (Harassment and Bullying in the Workplace) policy.

The ATF will provide the site for statutory testing and related activities and will at all times:

- Maintain and comply with the required standards of the ATF Requirements for each ATF site
- Maintain the testing equipment in full operating order
- Make sure the testing equipment is calibrated at the required intervals
- Repair or replace as necessary any faulty or broken equipment as soon as reasonably practicable
- Ensure that the test area complies with the ATF Requirements at the start of each testing day

- Comply with all changes to the ATF Requirements and to the deadlines set by DVSA
- Comply with the requirements of the Health and Safety at Work Act 1974 and promptly notify DVSA of and health and safety hazards which may exist or arise on the site which might affect DVSA staff working there
- Allow DVSA access to use its ATF sites and equipment at any reasonable time (to carry out quality assurance, health & safety checks etc.)
- Display any ATF logo in accordance with the DVSA ATF Brand Identity Guidelines

An ATF Operating under Restricted Access arrangements will;

- Provide Third Party Access subject to the terms of the Contract
- Ensure that a testing lane and other necessary facilities are in place for testing to be carried out on Third Party vehicles
- Pay the Reservation Fee and other fees due to DVSA in relation to such testing for a Third Party

An ATF operating under Open Access will;

- Provide Open Access subject to the terms of the Contract
- Ensure that a testing lane and other necessary facilities are in place for testing to be carried out on Third Party vehicles
- Pay the Reservation Fee and other fees due to DVSA for a Third Party
- Display any ATF logo in accordance with the DVSA ATF Brand Identity Guidelines.
- Give DVSA six month's notice of its intention to cease to provide testing for third parties.

These obligations are to be met by the ATF under the terms of the Contract; failure to meet these obligations may lead to Suspension or Termination of Authorisation. The ATF will also be expected to claim any payments from DVSA in relation to the lateness or non-attendance aspects of the contract detailed in the ATF Contract This repayment is not automatic and will be approved or declined by the DVSA Contract Manager.

The ATF should notify DVSA of any changes to the contract signatories or Site Manager or deputy by completion and submission of the Contract variation form to contract4ATF@dvsa.gov.uk

Changes to the ATF entity should also be notified in the same way.

Notify your Network Business Manager of any changes to site personnel, so that changes to DVSA systems and to mailing lists can be updated and ensure that the ATF staff are in receipt of appropriate documents (end of day reports, scheduling changes/issues etc).

#### **DVSA** is obliged to:

The following is not a comprehensive description but is intended to give an understanding of the Contract.

- DVSA will supply an Assessor (or at its discretion more than one Assessor) to carry out testing at an ATF site during a Testing Period for which there is a Confirmed Reservation.
- DVSA will be entitled to publish ATF site information opening hours, test types etc. for those sites offering Open Access testing and related activities, on the gov.uk website.
- DVSA will ensure that at all times whilst present on the ATF site the Assessor complies with all relevant statutory requirements.
- Upon completion of statutory testing or related activities for the day the Assessor will provide the ATF or Third Party with the relevant documentation relating to the test result. DVSA will enter the result onto the electronic database within the current service level agreement.
- DVSA will use its reasonable endeavours to minimise any impact and disruption to the ATF, as a result of carrying out local or national Quality Assurance and H&S checks.
- DVSA will not undertake statutory testing or related activities if the Assessor considers the test area or equipment unfit until the defects have been remedied to the reasonable satisfaction of DVSA (the NBM and/or TTL must be kept informed of all actions and issue and remove suspension notices as required).

# **ATF Booking Process**

DVSA's aim is to provide assessors for testing at ATFs at times that are convenient and best suit each individual ATF.

DVSA's ability to meet applications for all dates and times requested will be constrained however, for example, by the total number of assessors available on any given day and other bookings.

DVSA cannot guarantee to meet all valid applications in the terms asked for but will seek to do so and where DVSA considers it cannot accept a valid application in the terms sought it will offer an alternative where applicable.

#### **Applications for Testing Sessions**

Bookings are to be requested in blocks of time known as 'Testing Sessions' which are separate periods of 3 and a half hours or 4 and a half hours.

Testing Sessions can be requested by the ATF in any combination to establish a testing day for a total duration from 3 and a half hours to a maximum of 21 hours. A testing day must be completed within one day i.e. a single calendar day. There must be a minimum period of four hours between Testing Sessions if the Testing Sessions are not consecutive.

To comply with Working Time Directive 2003/88/EC and the Working Time Regulations 1998 SI 1998/1833 Assessors must take a 30 minute break after working 6 hours, so ATF Parties must schedule a break of at least 30 minutes for Assessors working for 6 or more hours. To utilise Assessors efficiently and allow flexibility ATF Parties may wish to schedule the break at 4 and a half hours.

The precise timing of these breaks can be agreed between the assessor and the Site Manager during the testing day. Best practice would be to inform assessor at commencement of testing.

On the day of the actual Testing Session the ATF will need to ensure that the tests that are scheduled for the period are reasonable for the assessor to perform in the time available.

#### **Application Process**

Using the booking form provided by DVSA the ATF will need to specify:

- i. the number of days per week required and any preferred day(s); and
- ii. the duration of Testing Sessions for each day; and
- iii. the start time of every Testing Session within each day; and
- iv. the number of assessors intending to be used.

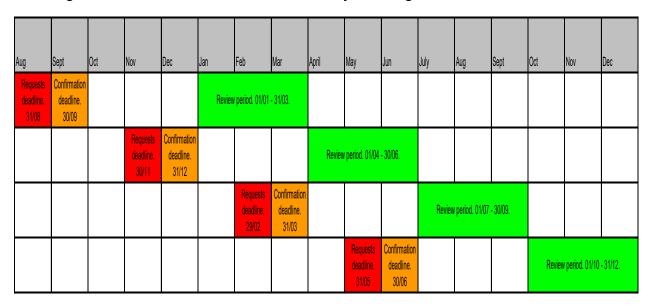
DVSA will assess how it can schedule assessors to meet ATF requirements. If any constraints are identified, DVSA will discuss this with the ATF to reach an agreement on what assessors will be available to support the ATF.

DVSA will confirm in principle the agreement reached with the ATF applicant. When authorisation is granted for an ATF Site, the bookings agreed between DVSA and the ATF become "Confirmed Reservations" under the Contract.

#### **Quarterly Booking Process:**

Once every three months an ATF party may make applications for Testing Sessions within a future three-month period.

The diagram below illustrates how the Quarterly Booking Process works:



The red boxes indicate the deadline by which an application must be submitted by the ATF to DVSA.

The orange boxes indicate the latest date when DVSA will advise the Confirmed Reservations to an ATF for the Testing Sessions intended to be carried out in the subsequent green box.

The green boxes indicate the period for which the applications are made in the request to be submitted by the ATF Party on or before the deadline set in the preceding red box.

Throughout this process DVSA will communicate with the ATF to ensure the effective use of assessors.

DVSA will need to prioritise requests and offer alternative dates for those ATFs where part of their requirements cannot be met. The criteria DVSA will use in prioritising bookings will include among other things:

 The extent to which an ATF has previously complied with the Fair Usage policy (having regard to under-utilisation of assessors for testing and record of late cancellations of

#### Confirmed Reservations);

 The most efficient and cost-effective deployment for DVSA of Assessors on any particular day.

For ATFs where their original requests cannot be confirmed (or the Testing Sessions required cannot be met), DVSA will offer alternative dates where applicable.

No later than the date identified in each red box DVSA will notify each ATF of the days on which assessors have been scheduled to be at each ATF Site. Each day that an assessor is scheduled to attend an ATF Site will become a Confirmed Reservation for the ATF for the period identified in subsequent green box.

ATFs must be aware of the amount of work that can be completed by assessors during Testing Sessions. ATFs should not overbook the number of tests and ensure that assessors can maintain effective utilisation without compromising the integrity of the test. DVSA may assist ATFs and advise on utilisation.

#### **Short Notice Booking Process**

In addition to the quarterly booking process, DVSA also provides a Short Notice Booking Process throughout the year and on a rolling basis.

DVSA will aim to meet applications made by ATFs for bookings of assessor time in the short-term. However, availability of Testing Sessions may be limited in the short-term, for example, by the overall number of assessors employed by DVSA and by bookings made by new ATFs and those that have a Confirmed Reservation from the advance application process. So far as reasonably practicable, DVSA will offer alternative days to those requested by ATFs if their original requests cannot be met.

Under the short-term booking process ATFs are able to apply to DVSA between 3 working days and up to 2 months in advance with a request for Testing Sessions for a particular day. To do this, the ATF will need to contact DVSA and specify:

- The particular date or number of days per week and any preference for particular dates or days;
- ii. The number of Testing Sessions for each day requested; and
- iii. The start time of the first Testing Session for each day.

DVSA will assess its ability to meet the short-term requirements and notify the ATF either that DVSA:

Can meet the request made by the ATF; or

• Cannot meet the request made and will offer alternative dates where applicable that are available to the ATF.

DVSA may exceptionally consider an application for a Testing Sessions on less than three working days notice.

The Short Notice Booking Process should only be used by ATFs to cover unplanned alterations to their operational requirements.

There is much greater likelihood of you obtaining your preferred Testing Sessions by using the Quarterly Booking Process.

#### **Cancellation Process**

An ATF may cancel a Confirmed Reservation by giving advance written notice to DVSA. Notice of at least seven complete calendar days (not including the day of test) should be given before the date of the Confirmed Reservation if the ATF does not wish to pay a cancellation charge.

If less than seven complete calendar days notice is given, DVSA will **retain the Reservation Fee** which DVSA will normally have deducted from the ATF's Pre-Funded Account seven calendar days before the testing date for which there is the Confirmed Reservation.

Seven clear/complete days notice means seven whole calendar days (not including the day of test), which can include weekends and bank holidays, between the day the cancellation notice is received by DVSA and day of the Confirmed Reservation.

All Short Notice Bookings and Cancellations should be requested through the scheduling team and copying in your NBM. When submitting requests ensure that you specify the ATF Name and P Number in the subject to assist in processing of the request.

# **ATF Day Management**

#### **Start of Day**

In order to make the best use of the VSAs time and the testing time available to you, below is a recap on the responsibilities of DVSA and you have in preparing your facilities for vehicle testing.

#### What you can expect from VSAs

The setting up and checks required to be carried out by the VSA will be undertaken at the start of the testing period, within the paid working day. This includes:

- Securing and connecting DVSA equipment (such as laptops or printers)
- Carrying out a visual inspection of the test bay / pit area
- Visual equipment checks and calibration certificate check
- Visual check of small tools, including communication device
- Putting on additional PPE as appropriate

It is expected VSAs will arrive at the ATF prepared with the appropriate DVSA clothing, such as high viz and boots.

All of the above is work and paid time and will happen within the reservation period in advance of any testing starting. Making sure your facility is ready will assist us and reduce any risk of delay.

#### Preparing test lanes

Our VSAs report they are having to spend a great deal of time preparing test lanes before they can start their testing day.

Please be aware this is not their responsibility and takes up valuable testing time. All ATFs have a contractual responsibility to:

- Maintain testing equipment in full operating order, and ensure it's calibrated at the required intervals.
- Ensure the equipment including the DSM, RBT and communications device is turned on, and ready to use.
- Repair or replace any faulty or broken equipment as soon as possible.
- Ensure the test area complies with ATF requirements at the start of each testing day.
- Comply with all changes to the ATF requirements within deadlines, so testing and related activities can continue.

#### **Assessor Attendance**

When a VSA has not attended by the scheduled start time, it is important that ATFs notify DVSA. It may be that the VSA is delayed on route, but DVSA should be notified so that it can be investigated.

In the first instance DVSA deployment team should be contacted on 0300 123 2325. If there are any issues this can be escalated to your NBM.

#### **Work Programmes**

ATF should have a booking process in place that is transparent and open to other members of ATF staff – in case of contingency. This should mirror the confirmed

reservation days and periods, to enable the ATF to utilise the assessors time effectively.

The daily work programme should not be provided to the DVSA assessor. The assessor will test the vehicles in the order advised by the ATF and will not be involved in the lane management process – although they will offer advice if required.

ATFs should have processes in place to ensure that third-party customers attend test at the correct time to reduce potential lost waiting time. This includes allowing adequate time for loading of vehicles where necessary.

It is the ATFs responsibility to manage the workflow throughout the day in order to minimise any wait time that may have a negative impact on utilisation. Any delays in the test day resulting in 'lost time' will potentially be to the detriment of the ATF and time available. This may in some cases result in the work programme not being completed if sufficient time is not available.

Assessors have a 45-minute contingency built into their working schedules, ensuring compliance with Working Time Directive. It is envisaged that this time is available for usage in exceptional circumstances. As examples, where there has been traffic disruption affecting customer ability to access site or a local power cut.

This is used by exception and is not intended for ATFs to utilise to facilitate 'extra' testing or to make up for avoidable delays and inefficient use of the lane.

This time is also at the discretion of the assessor and cannot be mandated.

#### **Test Times**

All test bookings must be made in accordance with test guide times. These are times derived from timing exercises and will be used to assess site utilisation.

The guide times are average test times and tests may be completed in shorter or longer periods depending on the vehicle being tested. If a test is completed in a shorter time, this will not affect site utilisation.

It is possible that if tests are completed quicker than the average times and there is sufficient time available an additional test(s) may be able to be completed prior to the scheduled finish time

It is also possible that if tests do take longer than expected, it may not be possible to test all the vehicles booked and they may be required to be booked at an alternative date.

A copy of the test times is available in section 12 of this document.

#### **Test Types**

Annual Tests – statutory annual inspection of HGV/Trailer/PSV

Retests – these can be one of three types.

- Paid Retest presented within 14 working days following an annual test failure.
- Part Paid Retest retest presented with only certain items indicated on the annual test failure notice. This must be presented by the end of the next working day (Details of item can be found in section 12 of this document).
- Free Loaded Retest only applicable for 3 axle semi-trailers, where they
  have been presented unladen and have not met brake efficiency. The Free
  retest is only applicable where they present for the retest in a loaded
  condition (will only qualify for one free retest) and only if brake efficiency is
  the only defect. Any other failure items will remove this option.

PG9 – inspections of vehicles subject to a prohibition notice. Will be inspected to annual inspection standards in order to ascertain the roadworthiness of the vehicle and remove the prohibition notice. These MUST be booked in advance and recorded in the ATF booking schedule.

Roadworthiness Inspections – Voluntary inspection for vehicles outside of HGV plating and testing regulations. These will be tested to annual test standards where applicable. The test should match equivalent HGV booking time, but is subject to VAT.

ADR – supplemental examination of a vehicle or trailer involved in the carriage of dangerous goods. These must be applied for in advance and the fee will be prepaid by the applicant. ADRs can only be tested at ATFs in accordance with the sites authorisation notice (ATF9).

There are differing categories of ATF authorisation with regards to dangerous goods vehicles. ATFs should familiarise themselves with their authorisation and what classifications of ADR tests can be tested.

LEC – supporting test for vehicle required to enter a low emissions zone. This can be completed with or without an annual inspection.

VTG10 - Inspection to check compliance of a notifiable alteration of an HGV. This must be applied for in advance and the fee will be prepaid by the applicant.

#### **Acceptance for Test**

A guide to questions that should be asked when taking bookings can be found in section 12 of this document.

#### **Loading of Vehicles**

Where a load is required the ATF can charge for the imposition of the load. This must be agreed with the customer in advance and the customer should be given the option to present laden should they choose.

A fee cannot be charged for the use of a test lane 'load simulator'.

A loaded hire trailer can be provided, a fee can be charged.

A list of vehicles where unladen testing is applicable can be found in section 12 of this document.

#### **ATF Fees**

#### **Reservation Fee**

DVSA is committed to supplying an Assessor to carry out testing at an ATF in accordance with the requirements laid down in Schedule 1 of the ATF contract - Booking Policy.

It is a requirement for an ATF to operate and maintain a single Pre-funded Account (PFA) per site for all ATF related transactions. A PFA operates by depositing funds with DVSA. Both DVSA and the ATF will have immediate access to funds to pay for any DVSA goods or services. The Account Holder must ensure that sufficient funds are kept in the account to cover their needs at all times. Goods or services will not be provided if there are insufficient funds in the PFA to cover the costs being incurred

A Reservation Fee (£378) is applicable for each testing period (3.5 or 4.5 hours). DVSA will deduct a Reservation Fee no less than seven calendar days before the relevant testing day. Where a booking is made within 7 days, the Reservation Fee will be deducted at the time of booking.

If there are insufficient funds in the PFA to take the Reservation Fee DVSA will notify the ATF in writing of the need to transfer additional funds to the PFA. On receipt of the notification the ATF has three days to top up the PFA before the NBM will consider cancelling the Confirmed Reservation.

The quickest method of transferring funds into the PFA is by debit/credit card in the online portal (Transport Office Portal - contact NBM for further details). This will allow the topped-up funds to be accessible straight away.

When making payments via BACS or Bank Transfer – please allow 3 days for these funds to show in the PFA.

DVSA is under an obligation to collect any outstanding Reservation or Test Fees owed to it prior to conducting any additional work at an ATF.

On the testing day, if the amount of the Reservation Fee is less than the total amount of fees due, DVSA will take the additional amount for fees earned from the ATF's PFA.

If the Reservation Fee exceeds the aggregated amount of test fees for the tests conducted DVSA will retain the excess amount. The amount to be retained will be calculated, by subtracting fees earned on the day from the reservation fee collected for that day and is subject to VAT; therefore, a VAT receipt will be issued.

#### **Test Fees and Pit Fees**

An up to date list of test and pit fees can be found at the following links;

<u>HGV</u>

### **PSV**

ATFs may charge a reasonable fee, known as a Pit Fee, in respect of equipment use associated with each test provided to a Third Party. This Pit Fee (prior to VAT) will be capped at the levels shown on the fee schedules (links above), these are maximum caps and ATFs can offer Pit Fees at a reduced rate, should they choose to.

If a Third-Party customer reports and provides evidence of an instance where a Pit Fee cap has been exceeded DVSA has a responsibility to Third Party customers to investigate the matter with the ATF. ATFs that have deliberately ignored this ruling will be in contractual breach, which may result in suspension or termination of the contract by DVSA.

#### **Find My Nearest ATF**

For Open Access ATFs, the site details will be listed on Gov.uk whereby anyone searching via postcode will be supplied with details of local ATFs.

DVSA are amending and expanding this and ATFs will be given the opportunity to provide details as to test availability. ATFs will be sent weekly update reminders and if they are returned the online service will be updated accordingly, showing whether the ATF has capacity to take new bookings. This is not compulsory but is intended to assist customers finding available test slots.

ATF should check their details on a regular basis to ensure accuracy and notify DVSA of anything that is incorrect or has changed so that it can be updated. A link to the service is included in Section 12 of this document.

#### **Best Practice**

A list of helpful tips and best practice for day to day lane management can be found in section 12 of this document.

# **Post Test Processes**

#### **End of day report**

At the completion of the test day the DVSA assessor will end the event on CVS app (or SAR in case of CVS unavailability). This will automatically generate an end of day report which will be sent to the nominated email addresses at the ATF.

ATFs should, where possible, consider use of a generic 'group' email to specified users, which will allow the ATF to control and add or remove recipients as required.

ATFs should verify that the testing completed on the report reflects the bookings on the day and notify DVSA of any discrepancies and/or errors.

#### **Retro-keying**

DVSA will reconcile the appropriate fees for each test completed and deduct these funds from the ATF PFA. As per the payment policy, the reservation fee will be used against the test fees and any remaining fees, above the reservation fee, will be deducted from the PFA.

Where test fees are lower than the reservation fee taken, a retain fee of the difference will be applicable and will be subject to VAT.

Fees prepaid for technical tests (either by the ATF or applicant) will be taken into account when calculating the total test fees for the testing day and any retained fee applicable.

ATFs should note – prepaid technical tests must be applied for at the correct ATF. Where they are presented at an alternative ATF, the original prepaid fee will be refunded to the applicant and a new fee taken from the ATF PFA in line with the other test fees. It is important that ATFs verify where the application was made, so that appropriate charges can be made to the customer.

A receipt will be generated and emailed to the ATF and then all test results will be captured on the DVSA testing database.

ATFs should verify that the fees taken on the receipt provided are correct and notify DVSA of any discrepancies and/or errors.

# **PFA Management**

It is the responsibility of the ATF to ensure that sufficient funds are available in the PFA at all times. This should be appropriate to each ATF testing schedules and volumes.

ATFs should consider reservation fees being taken seven days in advance, volumes of test and additional testing (over and above the reservation fee) as this will reduce the available balance.

If technical tests or other fees are being deducted from this PFA, ATFs should have processes in place to monitor the effect on the balance of the PFA.

Failure to have sufficient funds either for reservation fee drawdown, or reconciliation of test fees (post test event) will be managed by DVSA NBMs.

Repeated instances of insufficient funds may lead to **suspension or termination** of the ATF contract. ATFs repeatedly failing to adequately manage PFA balances will be referred to the DVSA Contract Manager for possible further action.

Until test fees have been taken and reconciled, Test results cannot be input and Vehicle Test Histories will be out of date and may lead to further issues for Operators e.g. unable to tax vehicle. It is imperative therefore, that adequate funds are available at all times, so that test results can be processed in a timely manner.

Full details of the payment policy and PFA terms and conditions can be found at Schedule 2 of the ATF contract.

Changes to the ATF staff with delegated access to the PFA should be notified to DVSA at the following email address <a href="mailto:financeetb@dvsa.gov.uk">financeetb@dvsa.gov.uk</a>. This must be completed by a named delegate on the PFA.

# Fair Usage and Utilisation

DVSA is committed to ensuring that all ATFs receive the best possible service, whilst ensuring that DVSA's testing standards are maintained and our resources are efficiently and fully utilised. The NBM and DVSA Assessor will take a proactive role with you to maximise the delivery of testing. DVSA will be accountable for ensuring that the Assessor remains on site for the duration of the Testing Period and that the number of tests conducted, subject to ensuring DVSA's technical and staff welfare standards are maintained, is maximised.

It is a contractual obligation that DVSA Assessors remain on site and available to test vehicles for the duration of the Testing Period. For example, if the amount of tests booked in for the Testing Period, paid for by the ATF, added up to 210 minutes (or 3.5 hours) and the Assessor completed these tests within 135 minutes (2.25 hours) the Assessor would remain available at the ATF to carry out tests for the full 3.5 hours.

It is therefore vital that the NBM discusses resource utilisation and productivity levels with the ATF Site Manager on a regular basis. DVSA will monitor the productivity of its Assessors during the confirmed Testing Periods and will work with the ATF to proactively manage Assessor utilisation and productivity.

NBMs will monitor the potential for over-utilisation of DVSA Assessors because of the potentially detrimental impact this would have on test standards and staff welfare. NBMs are aware of the duty placed on ATFs in the contract and referred to earlier in this Guide: not to harass, bully, verbally or physically abuse, or discriminate against any employee of DVSA or person acting on its behalf and will apply the principals set out in DVSA's Dignity at Work (Harassment and Bullying in the Workplace) policy.

Utilisation will be monitored by the NBM and communicated with the ATF on a regular basis. Consistent under utilisation may result in a reduction of confirmed test events, without liability, or a reduction in hours/days as part of the Quarterly booking process.

Utilisation will be calculated using 'standard' booking times not actual booking times and will be assessed over a period of a month or longer, rather than a daily basis. (utilisation = total test minutes completed/ total reservation minutes completed).

#### As an example

During a month, a site completes eight 7-hour (420 mins) site events. During those testing reservations 3200 minutes of testing is completed (using the standard test times).

Average monthly utilisation would be calculated as follows;

 $3200/(8 \times 420) = 95.24\%$ 

It is expected that ATFs will achieve average utilisation of 93% or above over a given period.

Where a trend of consistent under-utilisation occurs, NBMs will discuss and work with an ATF to improve this and it will be reviewed on an agreed timescale.

#### Consistent under-utilisation

DVSA would only expect a specific conversation to take place that would trigger a formal note regarding under-utilisation when, in the NBMs view, an Assessor is consistently and regularly provided with less than a reasonable day's work.

The NBM will be expected to work with the ATF should under-utilisation become an issue, to ensure that all necessary and reasonable support has been offered to improve the ATF's current utilisation.

In some instances, it may be necessary for the NBM to consider that the renegotiation of currently Confirmed Reservations is required to enhance the efficient and effective service to customers requiring a test.

If an NBM has reason to speak to the ATF Site Manager regarding the underutilisation of an Assessor's time, on four occasions in a three-month rolling period, then DVSA will have the right to review the allocation of any Assessors at the site.

Additionally, DVSA will have the right to re-negotiate any future confirmed reservations at the ATF.

Frequent last-minute cancellations of Confirmed Reservations.

Where DVSA has cause for concern it will discuss the cancellations with the ATF and may seek to review and change or reschedule future Confirmed Reservations at the site to ensure fair usage. Where DVSA considers there is unfair usage they reserve the right to cancel Confirmed Reservations without any liability on its part. Included below is a working definition that NBMs will utilise in the effective management of an ATF should, despite working with the ATF, frequent last-minute cancellations become an operational issue.

If an ATF cancels a Confirmed Reservation four times in a rolling three-month period, with between 7 and 14 calendar days' notice being given, then DVSA will have the right to review the allocation of any Assessors at the site. Additionally, DVSA will have the right to re-negotiate any future Confirmed Reservations at the ATF.

In addition, should the ATF cancel a Confirmed Reservation period with less than seven calendar days', notice on four occasions in a rolling three-month period, then DVSA will have the right to review the allocation of any Assessors at the site. DVSA will also have the right to re-negotiate any future Confirmed Reservations at the ATF.

# **Health and Safety**

DVSA operates a comprehensive Health and Safety policy and will expect the same at an ATF.

Whilst attending an ATF DVSAs staff will be expected to abide by DVSA's and the ATF's own Health and Safety policy. ATF operators should raise any conflict between the two with the NBM.

There is a need for Risk Assessments to be undertaken in workplaces and DVSA will expect them to have been undertaken by each ATF operator. DVSA reserves the right to ask to see Risk Assessments at any time.

DVSA will conduct their own Risk Assessment regarding the Health and Safety of their staff at an ATF. This will take precedence over any other assessments that have been made.

Should there be a breach of Health and Safety at an ATF that puts the Health and Safety of DVSA's staff at risk, DVSA will **suspend testing immediately until such issues are put right.** 

DVSA will conduct a formal quarterly review of Health and Safety and site compliance and will furnish the ATF with a copy of this report, highlighting any non-compliance and timescales for rectification.

DVSA will expect ATFs to comply with any change in legislation regarding Health and Safety. Refusal to do so will put the continued approval of the ATF in jeopardy

and may result in termination of the contract or suspension of authorisation until such time as the site complies.

If you consider the action of any DVSA employee to be contravening your Health and Safety policy, you have the right to intervene immediately and report the matter directly to DVSAs NBM or TTL.

#### **Defect Rectification Policy**

ATFs are required to notify DVSA of their Defect Rectification Policy for repair /adjustment on lane. You will need to display this on your premises.

# **Suspension and Termination**

#### **Suspension of Authorisation**

There will be times where DVSA will need to take suspension action for certain actions listed in the ATF contract; for convenience they are listed below. If an Assessor has to suspend testing with immediate effect for one of the reasons listed below, they will inform the Site Manager and the TTL and NBM immediately.

A DVSA representative will issue a formal suspension notice to the ATF at the earliest opportunity in writing, stating the reasons for suspension and a timescale for remedial work to be completed. If any Confirmed Reservations fall within the suspended period DVSA will have the right to retain the applicable fee. This fee will be subject to added VAT and a VAT receipt will be issued.

Reasons the DVSA may consider suspension include:

- The facilities fail to comply with relevant Health and Safety and subsidiary legislation requirements.
- Any equipment required to carry out statutory testing is out of calibration, unavailable or not in a fit condition for its purpose.
- The test bay is not available for the sole use of DVSA at the time agreed by the ATF and DVSA.
- The test bay is not in a reasonably clean and tidy condition, free of oil contamination and reasonably free of exhaust fumes, noise, or other pollution from adjacent facilities.
- Pressure is brought to bear on DVSA staff in any way to reduce the test standards or procedures applied from those currently published by DVSA (e.g. testing manuals etc).
- The standard of the facilities has changed from its condition at original approval.

- The facilities have not been upgraded to an acceptable standard by a notified date following changes required by DVSA.
- The ATF charges a customer in excess of the capped Pit Fee charge.

If suspension action is taken the ATF is responsible for notifying Third Party customers that may be affected. The NBM will assist the ATF where contingency arrangements need to be invoked. If an ATF does not accept the reason given for suspension of testing, they should make representations to the NBM who will arbitrate in the matter.

Repeated breaches of the contract or the failure to remedy any items identified in a suspension notice within two months will be reported to the DVSA Contract Manager for consideration of termination of the contract.

For the duration of any Suspension of Authorisation, DVSA will not provide Assessors to the suspended ATF Site and any Confirmed Reservations for that period will be deemed cancelled with no liability for DVSA.

ATF Parties do have the right to appeal the suspension of Authorisation by way of the dispute resolution process. The appeal will not delay the suspension, or the time required for remedial work to be completed.

#### Withdrawal of Authorisation and Termination

Only the DVSA Contract Manager may withdraw a site authorisation or terminate the contract with an ATF. The circumstances regarding when this could happen are contained in the contract.

Upon termination having deducted any amount owing to DVSA from the ATF's PFA as soon as reasonable and in any event within five working days, DVSA will close the PFA and refund the remaining amount to the ATF.

DVSA will retrieve all confidential information and all property belonging to DVSA and stored at the ATF (accountable documents, prohibition pads etc).

The ATF will cease to display the ATF Logo.

The ATF will assist and co-operate with DVSA and other ATFs and Third Parties to ensure that the transfer of any Third Party test bookings are made, including where advanced payment has been made by a Third Party to the ATF, without inconvenience or additional cost to the Third Party.

#### **Dispute Resolution**

In the event of any dispute or difference arising out of or in connection with the contract, then either party may serve a written notice of dispute on the other party which adequately identifies, and provides details of, the dispute.

Within seven days, or otherwise as arranged between the Parties, of service of a notice of dispute, the representatives from DVSA and the ATF (as identified) will meet to resolve the dispute by negotiation.

If the parties' representatives are unable to resolve the dispute within 30 days of service of the notice of dispute, the dispute will be escalated where possible to the Parties' representatives' senior managers.

If the senior managers are unable to resolve the dispute within 14 days of being notified of the dispute, the Parties may agree to refer the dispute to mediation.

The DVSA Contract Manager will oversee this process to ensure that contractual obligations are met by both parties.

# **COVID-19 changes**

Prior to testing recommencing at ATFs in July 2020, all ATFs were issued with and signed a side letter to the ATF contract which amended and suspended certain conditions. These were signed by the ATF contract signatory and ATFs should familiarise themselves with the terms of the side letter.

A breakdown of the main points are below;

- All site sites will have a COVID readiness check completed by DVSA and control
  measures in place and agreed with the ATF. Any changes to this must be
  notified to DVSA.
- A COVID risk assessment must be completed and made available to DVSA staff
- Any material changes to the site arrangements or Risk Assessment must be notified to DVSA
- An COVID induction for DVSA staff MUST be completed by ATF staff on their first visit to the ATF or where there has been a material change in site or processes.
- Standard Operating Procedures (SOPs) have been amended for testing
  processes at ATFs. All ATFs have been provided with a copy of the SOP prior to
  testing restarting and NBMs will provide updated SOPs if these are amended.
   SOPs are under continual review in line with Local and National measures and
  will be updated when required.
- Reservation fees are not currently being taken. Test fees are taken for testing completed only and no retained fee will be taken. ATFs are expected to act appropriately and considerately and cancel any confirmed reservations that they do not require.

- ATFs MUST ensure that sufficient funds are available in the PFA for testing completed on each testing day.
- Where an assessor is unable to attend or complete a testing session due to circumstances of COVID-19, DVSA will use reasonable endeavours to offer a reservation for an alternative testing session as soon as is reasonably practical. Compensation cannot be claimed for non-attendance at this time.
- DVSA staff will not conduct any voluntary testing, other than voluntary roadworthiness inspections.
- ATFs can complete voluntary inspections on the test lane. This must be agreed
  with the TTL in advance and with the assessor on the day and must not impact
  or delay the testing being completed. Where the test equipment is in the DVSA
  office, it will not be able to be used during the testing day.
- Fair usage policy is currently suspended, and utilisation will not be monitored at this time. ATFs are expected to act appropriately and considerately and cancel any confirmed reservations that they do not require.
- The current Quarterly Booking process will be replaced, and a new booking process will apply during the period of testing resumption.
- ATFs will request resource quarterly but confirmed reservations will sent to site on a monthly basis, allowing at least 28 days notice.
- Short Notice bookings can be requested through the NBM, between 3 -14 days
  of the testing session being requested.
- All provisional offers will be assumed to be accepted unless notified otherwise.
   Wherever possible all cancellations should be notified in writing to the NBM with a minimum of 2 days notice.
- Any adjustments in hours will be notified to the ATF by the NBM.

As part of the testing restart process, a programme of Certificate of Temporary Exemptions (CTE) have been issued.

All vehicles and trailers have been issued with a 3 month CTE. Some low risk vehicles have been given 12 month CTE, these are detailed below;

A low risk vehicle is defined as;

- a. vehicles that are listed on the 'O' licence of earned recognition (ER) operators
- b. vehicles that are coming up to being 1 or 2 year's old at their next test

c. vehicles that have OCRS roadworthiness score of 1.3 or less and over 50 roadworthiness events

ATFs are asked to prioritise testing for vehicles that require a test in each particular month. Expiry dates can be checked online.

# **Appendages and Useful links**

**Contract Documents** 

2015 ATF contract

**Contract Variation** 

**COVID-19 Side Letter** 

**Booking Request Forms** 

**Booking Request Form** 

**Test Day Management** 

**ATF Test Times** 

**ATF Admin Aide Memoir** 

Part Paid Retest Guidance

**2021 Retest Calculator** 

**ADR Vehicle Test Flowchart** 

**Loading Vehicles for Test** 

**Best Practice for ATFs** 

# **Health and Safety Corporate Messages**

Behaviour Letter G Llewellyn

ATF H&S Letter

**Email Addresses** 

**Email Contact List** 

**NBM Contact Details** 

## **Useful links**

**HGV TEST FEES** 

**PSV TEST FEES** 

**MOT STATUS CHECK** 

**TECHNICAL APPLICATIONS (INC REPLACEMENTS)** 

**DVSA** 

**ATF BRANDING** 

**FIND NEAREST ATF** 

# **Glossary**

This Glossary identifies some of the acronyms contained within the documents and operation of an Authorised Test Facility:

**DVSA –** Driver and Vehicle Standards Agency

**ATF** – Authorised Test Facility

**PFA** – Pre Funded Account

**NBM** – Network Business Manager

**TNM** – Testing Network Manager

TTL - Technical Team Leader

**VSA** – Vehicle Standards Assessor

**QBP** – Quarterly booking Process

**SNB** – Short Notice Booking

**HGV** – Heavy Goods Vehicle

**PSV** – Public Service Vehicle

**PG9** – Prohibition Notice

**ADR** - Accord Dangereux Routier (EU Agreement on carriage of Dangerous goods by road.

**LEC** – Low Emissions Certificate

**VGT10** – HGV Notifiable Alteration

**CVS** – Commercial Vehicle Services – App used for recording Tests and results

**SAR** – Site Activity Report – Old system replaced by CVS, may still be used in contingency situations

**SOP** – Standard Operating Procedures

**CTE** – certificate of temporary Exemption

O Licence – Operator Licence

**ER** – Earned Recognition

**OCRS** – Operator Compliance Risk Score

