



Driver & Vehicle
Standards
Agency

DVSA earned recognition: authorised audit provider terms and conditions

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Helping you **stay safe** on **Britain's roads**



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Section 1: Purpose and scope

1. This document sets out the Terms and Conditions an Authorised Audit Provider (AAP) must comply with under the DVSA's Earned Recognition Scheme (the "Scheme").
2. The AAP will audit operators wishing to apply for the Scheme. They will also provide periodic audits of Operators wishing to remain in the Scheme. Details of the Scheme can be found on GOV.UK.
3. AAPs will also deliver a transport management system audit for the Scheme, as detailed in the Guidance Document.
4. An Operator can appoint any AAP from the Schemes published list of Earned Recognition AAPs. The contract to supply the audit will be between the AAP and the operator, and DVSA will not be a party to that contract.
5. The Scheme does not set the fees that the AAPs may charge for an audit. This is determined by commercial factors and open competition.

Section 2: AAP Obligations

The AAP 'must' -

6. Carry out transport management audit that aligns with the Scheme published HGV Audit Standards or PSV Audit Standards using the relevant Audit Workbook(s) as supplied by DVSA.
7. Supply a fully completed audit document including sampling requirements across all the Scheme's compliance modules, performance criteria and assessment requirements.
8. Have a recognised quality management system in place to ISO 9001:2015 standard. That has to be accredited by the National Accreditation Body.
9. Agree to provide the audit report in an electronic format to the DVSA ER mailbox dvsaser@dvsa.gov.uk within 10 working days from the date that the Auditor and Operator agree that the audit is complete.
10. Allow DVSA access at any time to monitor quality, this may include documentation checks and assessment visits as required.
11. Ensure that any of their employees or sub-contractors comply with the Scheme Auditor's Code of Practice, including the required competence standards and work to the principles detailed in that Code.
12. Have in place a written contract between the Operator and the Audit Provider prior to any audit taking place.
13. Ensure any data collected complies with the General Data Protection Regulation (GDPR)
14. Have a documented complaints procedure in place to allow the Operator to raise any complaints about the AAP or the audit process. The AAP must inform the Operator of the complaints process and provide information about how to raise a complaint.
15. Notify the Scheme within 14 days of any material changes to the AAP constitution, organisation or legal status of their company or parent/holding company. Failure to notify the Scheme of any material changes or changes to the legal standing of their organisation/entity may result in removal of authorisation.

Section 3: DVSA's Obligations

DVSA will:-

16. Carry out a verification check of the AAP, its audit process, documentation and systems audit process which may include onsite auditor validation.
17. Maintain and publish a list of Earned Recognition AAPs on Gov.UK.
18. Monitor the quality of AAPs, this may include documentation checks and assessment visits as required.
19. DVSA may reject or remove an AAPs authorisation if the AAP fails to meet the responsibilities detailed in this agreement or Section 10.6 of the Scheme guidance document.
20. Publish a guidance document.

Section 4: Withdrawal of authorisation and removal of authorisation

21. This agreement may be terminated by mutual agreement of the parties.
22. The Scheme have the right to withdraw authorisation of an AAP with immediate effect by notice where:
 - a. In the schemes reasonable opinion, the AAP is in material breach of any of these Terms and Conditions, or
 - b. In the schemes reasonable opinion, the AAP is in breach of the obligations in the Code of Practice.
23. The AAP has failed to remedy any breach for which the Scheme has issued notice under paragraph 24 below.
24. For a breach capable of remedy, the Scheme will give the AAP a detailed notice of the breach, the actions the AAP must take to remedy the breach, and the time-frame within which the breach must be remedied.
25. Upon the removal of Authorisation under this part, the AAP will no longer be able to carry out any audits for the Scheme.

Section 5: Liability and indemnity and insurance

26. Subject to clause 27, the provider will indemnify and keep the Scheme indemnified against any and all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of or in consequence of any default on the part of the provider, including in respect of its performance, purported performance or non-performance of any of its obligations under this agreement, including in respect of any loss of or damage to property, save to the extent that any act or neglect of the Scheme (including any failure to use reasonable endeavours to mitigate any such claims, proceedings, actions, damages, costs, expenses or other liabilities) contributed to the same.
27. Any costs which arise pursuant to the provider's indemnity under clause 26 shall not exceed the sum of one million pounds."

Section 6: Amendments

28. DVSA reserves the right to change these terms and conditions at any time by giving 28 days written notification to all Audit Providers.

Section 7: Costs

29. The parties shall each be solely responsible for any and all costs associated with their responsibilities under this agreement.

Section 8: Effective date and signature

30. Under clause 28, the Scheme hereby gives notice from the date of sending to change these terms and conditions. By ticking the box below the AAP acknowledges that they have read and understood these terms and conditions and agree to be bound by them.

AAP business name:-

AAP responsible person name:-

Signed on behalf of and with the authority of the APP:

Date:



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