



Terms and Conditions for the Accreditation of Online Education Providers

Introduction

The Department for Education (DfE) has introduced the Online Education Accreditation Scheme (OEAS) to reassure children, parents and local authorities of the quality of education and safeguarding arrangements offered by providers of these services.

The OEAS is a non-statutory scheme. DfE encourages all eligible providers to engage with the scheme on a voluntary basis. OEAS consists of 2 essential elements:

- the establishment of non-statutory [Standards](#) for online education provision (any reference to Standards in these Terms and Conditions are to the version of the OEAS Standards that are in place at the relevant time for the purposes of accreditation)
- [inspection of providers](#) against those Standards by Ofsted, acting as the quality assurance body (QAB) appointed by DfE.

The Department may change or update the Terms and Conditions of the OEAS from time to time, to ensure that the scheme operates effectively.

Eligible providers

The OEAS is open to providers that:

- teach online only on a permanent basis
- provide a full curriculum or represent a child's main or only source of education
- have at least one full-time pupil of compulsory school age on roll based in England (irrespective of the number of learners based overseas)
- have a physical presence in England, registered with Companies House or the Charity Commission

The process

- Once DfE has received your application and confirmed your eligibility for the OEAS, DfE will pass application details to Ofsted to perform its QA functions
- Ofsted will perform suitability checks. Subject to those checks, Ofsted will carry out an accreditation visit to assess compliance with the Standards, producing a report to inform the accreditation decision
- Following an accreditation visit, DfE will decide whether to award accreditation to the provider

By submitting an application to DfE for the OEAS, the provider named in the application (referred to as “you” or “the provider” in these Terms) accepts, acknowledges and agrees:

1) Suitability checks

- (a) To submit to suitability checks themselves, as provider or proprietor of the provider, including but not necessarily limited to Disclosure and Barring Service (DBS) and Counter-Terrorism checks.
- (b) To provide all information related to an application honestly and accurately, and to inform DfE and Ofsted if that information changes.

2) Accreditation visits

- (a) To grant access to Ofsted inspectors to inspect their premises.
- (b) To provide DfE and/or Ofsted with any information they might reasonably require about you for the purposes of any accreditation visit or the Accreditation in general. This may include but not be limited to requests to provide policies, processes (and results of processes in accordance with the Standards) and other materials in English.
- (c) The relevant frameworks relating to the accreditation visits carried out for the purposes of OEAS are, the Accreditation visits to online providers handbook, and relevant online education standards that are in place at the time this application is made.
- (d) That all accreditation visit reports (whether you meet the Standards or otherwise) will be published by Ofsted on the [“Find an Inspection Report”](#) website, and the accreditation status of the provider will be published by DfE on the [‘Get information about schools’ \(GIAS\) database](#) of schools.

3) Decisions on accreditation

- (a) That the final decision as to whether a provider is to be OEAS accredited is DfE’s (and DfE’s alone) and in exercising that discretion DfE may take account of:
 - (i) information provided by Ofsted relating to Suitability checks and/or Accreditation visits in connection with the non-statutory Standards;
 - (ii) any other relevant information provided by Ofsted including advices or observations outside of the formal accreditation visits;
 - (iii) any other relevant information otherwise held by DfE or provided by other agencies such as Companies House, Charity Commission or law enforcement agencies; and/or
 - (iv) any non-compliance with these Terms and Conditions.

- (b) That where a provider disagrees with the DfE's decision not to accredit them or to remove their accreditation, the provider may request in writing that the decision is reviewed. This must be done within 10 (ten) working days of the DfE giving notice in writing of its decision. When making such a request, providers may make written representations (only) to the review panel, the membership of which will not include the original decision-maker. The decision of a review panel will be final. However, in the event of refusal to accredit or a withdrawal of accreditation, the provider is permitted to reapply for accreditation at a later date.
- (c) That any payment made by the provider to Ofsted relating to any Suitability checks and/or Accreditation visits are a matter between Ofsted and the provider. No decisions made by DfE in connection with OEAS (now or in the future if or after a provider has been accredited) will have any bearing on those arrangements or result in any reimbursement of said fees.
- (d) And that neither DfE nor Ofsted has liability to you for any costs or consequences incurred by you or third parties which might arise directly or indirectly from your participation in OEAS, or from non-award or withdrawal of the Accreditation status.

Further and the above notwithstanding, after a decision has been made by DfE that the provider is to be OEAS accredited, the 'accredited provider' accepts, acknowledges and agrees:

4) Period of accreditation

- (a) That the period of accreditation shall be three years from the date of confirmation of the accreditation (the 'standard period of accreditation').
- (b) The standard period of accreditation is subject to:
 - (i) the accredited provider's consistent and continued observance of the Standards (which may be evaluated, amongst other things, via additional visits per Part 5 below);
 - (ii) the accredited provider's strict compliance with these Terms and Conditions. This includes provision of accurate and up-to-date information as required and this having been done in the course of the Accreditation process and subsequently; and,
 - (iii) there being no change in the OEAS framework and/or processes which, for whatever reason, might necessitate a change in the same.
- (c) It will be incumbent upon the provider to, in good time (and in line with DfE guidance) prior to the expiry of the standard period of accreditation (and/or in each case re-accreditation), re-submit to the process for re-accreditation, in the absence of which the accreditation will automatically cease.

- (d) Should any of the circumstances set out here in 4(b) not be the case (i.e., the provider breaches the Terms and Conditions (or any one or part of them), and/or does not consistently observe the Standards on a continuous basis, and/or there are changes in the OEAS framework and/or processes which, for whatever reason, do require changes in the standard period of accreditation), DfE may, in its absolute discretion, withdraw the provider's accreditation provided there is reasonable justification for so doing.
- (e) That the prospect of and mechanics for a review of a decision to withdraw a provider's accreditation will apply equally here as in 3(b) above.

An accredited provider hereby also confirms and agrees that it will:

5) Accreditation – general

- (a) Act consistently and continuously with the OEAS Standards in place during the period of its accreditation.
- (b) Comply with all applicable laws and regulations.
- (c) Provide accurate and up-to-date information during the application process and subsequently to the extent relevant in the context of the Accreditation and Standards. Should you become aware that any information supplied, and which led to an Accreditation, was false or misleading, you will notify DfE immediately.
- (d) Promptly notify DfE of any changes to the “notifiable information” specified in the accompanying guidance to the OEAS, including but not limited to:
 - (i) Changes to proprietor(s)
 - (ii) Changes to the people responsible for day-to-day management of the provider
 - (iii) Change to the location of the main business premises
 - (iv) Other relevant change of circumstance such as that you enter into or are likely to enter into any insolvency process
 - (v) Failures of the provider to observe the Standards and/or comply with these Terms and Conditions
 - (vi) Changes which lead to you being ineligible for the scheme and/or being unable to meet all the relevant Standards.
 - (vii) Incidents which could bring the suitability of a proprietor into doubt, including but not limited to, serious safeguarding incidents, including any referral that may be made to the DBS where a provider believes that a person has caused harm or poses a future risk of harm to vulnerable groups, including children
 - (viii) Incidents that occur which may have an adverse reputational impact on the OEAS.

- (e) Where necessary or appropriate in the event of any changes per 5(d), make arrangements with Ofsted to re-submit to any further Suitability checks and/or additional visits to ensure ongoing compliance with these Terms and Conditions and consistent and continued observance of the Standards.
- (f) Comply with any reasonable request for information by DfE, particularly in the context of this Part 5.
- (g) Re-submit to any additional Suitability checks and/or additional visits by Ofsted as may be reasonably required from time to time by DfE.

6) Accreditation – the logo

- (a) As part of its accreditation, the accredited provider is licensed to use the OEAS accreditation symbol but only in the format supplied by DfE, in conjunction with the OEAS accreditation number given to the accredited provider and in connection with the named accredited provider organisation only (for example, not subsidiary or group company, unless they are also accredited).
- (b) Any accreditation symbol must not be used in conjunction with other services offered by an accredited provider and must be used in connection with full-time educational provision only.
- (c) In the event of accreditation expiring (without a renewal application being submitted in accordance with these terms), or withdrawn, the licence to use the accreditation symbol similarly expires or is withdrawn.
- (d) Providers must also not imply that they are accredited while any accreditation application process is ongoing except when undertaking a re-accreditation process prior to expiry of an existing accreditation.