



Driver & Vehicle
Standards
Agency

Terms and conditions for vehicle operators

Earned recognition scheme

Helping you stay safe
on Britain's roads



1. Introduction

- 1.1 DVSA Earned Recognition Scheme aims to reduce the burden of enforcement on Operators that have a strong track record of compliance and adherence to the regulatory requirements. This is achieved by maintaining audited compliance systems and allowing DVSA access to their real time vehicle and driver data.

2. Definitions & Interpretation

- 2.1 The following definitions and rules of interpretation apply in these Terms and Conditions.
- 2.2 **Accreditation:** means accreditation as an Accredited Operator for the purpose of the DVSA Earned Recognition Scheme.
- 2.3 **Accredited Operator:** means an Operator who has gained accreditation in line with these Terms and Conditions and appears on the DVSA Published List of Accredited Operators.
- 2.4 **Adverse Decision:** means a decision by the Scheme Manager to refuse an application for Accreditation or remove an Accreditation.
- 2.5 **Appeal Department:** means the independent appeals department working directly for the DVSA Chief Executive's Office.
- 2.6 **Application Audit Period:** means the time period 3 months before or 3 months after application processing date
- 2.7 **Application Processing Date:** means the date applications will be processed
- 2.8 **Authorised Audit Provider:** means an individual or organisation authorised by DVSA to provide a systems audit for the purposes of the DVSA Earned Recognition Scheme.
- 2.9 **DVSA:** means the Driver and Vehicle Standards Agency

- 2.10 **DVSA Published List of Authorised Auditors:** means the list of Authorised Auditors appearing on the gov.uk web page.
- 2.11 **DVSA Published List of Accredited Operators:** means the list of Accredited Operators appearing on the gov.uk web page.
- 2.12 **DVSA Published List of validated management systems:** means the list of validated management systems appearing on the gov.uk web page.
- 2.13 **Enforcement action:** If a driver has received a fixed penalty or an operator has been prosecuted by DVSA, Police or other agencies
- 2.14 **Guidance Document:** means the document published by DVSA detailing the audit criteria an Operator must meet and the requirements for accreditation into the Earned Recognition Scheme.
- 2.15 **Intellectual Property Rights:** means any patent, know-how, trade mark or name, service mark, logo, design right (in each case whether registered or unregistered), copyright, rights in passing off, database rights, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world.
- 2.16 **KPIs:** means the Key Performance Indicators that are published in 'Monitor your performance' section of the Guidance Document.
- 2.17 **Operator:** means a person who uses a vehicle or vehicles requiring an operator licence under Goods Vehicles (Licensing of Operators) Act 1995 or Public Passenger Vehicles Act 1981.
- 2.18 **Regulatory Action:** means formal disciplinary action (not including warnings) taken by the Traffic Commissioner.
- 2.19 **Renewal:** means renewal of the Accreditation.
- 2.20 **Reportable Illegality:** Most Serious Infringements detailed in Regulation EC 1071/2009.
- 2.21 **Scheme Manager:** means the DVSA.
- 2.22 **Terms and Conditions:** means the terms and conditions of the DVSA Earned Recognition Scheme which are contained in this document.

3. DVSA Earned Recognition Scheme Accreditation Terms

- 3.1 The DVSA Earned Recognition Scheme is operated by the Scheme Manager.
- 3.2 The DVSA Earned Recognition Scheme is governed by these Terms and Conditions.
- 3.3 By making an application for Accreditation, the Operator agrees to be bound by these Terms and Conditions.

4. Accreditation of Operators

- 4.1 Unless removed, or voluntarily withdrawn in accordance with these Terms and Conditions the Accreditation is valid for a two (2) year period beginning from the date of Accreditation or Renewal.
- 4.2 On Accreditation the Accredited Operator will:
 - 4.2.1 receive a unique identification number.
 - 4.2.2 appear on the DVSA Published List.
 - 4.2.3 be entitled to the benefits detailed in the Guidance Document.

5. Applying for Accreditation

- 5.1 To be considered for Accreditation the Operator must enter into a formal contract with an Authorised Audit Provider.
- 5.2 The Operator agrees that they and their employees act at all times (including once they have become an Accredited Operator) in accordance with these Terms and Conditions and comply with the following:-
 - 5.2.1 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 accredited operator, their employees, agents or sub-contractors be such that it has an adverse impact on the integrity or reputation of the DVSA Earned Recognition Scheme
 - 5.2.2 DVSA will also terminate or remove accreditation if the operator becomes insolvent, bankrupt, ceases trading or the partnership is dissolved. Should the accredited operator be put into administration the scheme manager may consider removal or an action plan
 - 5.2.3 If in DVSA's opinion the operator has materially breached its obligations under the terms and conditions or protocol laid down in this guidance document the scheme manager may remove the accreditation

- 5.2.4 If the accredited operator undergoes a change of control without prior agreement with the scheme manager the accreditation may be removed
- 5.2.5 If the operator knowingly provides false information to the scheme manager or DVSA approved audit provider the accreditation will be removed
- 5.3 The Operator 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 Earned Recognition Scheme with the intention of inducing them to perform a function or activity improperly or to reward that person for improper conduct.

6. Application Requirements

- 6.1 The Operator agrees to submit the Application to the Scheme Manager on the DVSA Application Form ER01 and understands that failure to provide all the required information will result in the application being delayed or rejected.
- 6.2 The DVSA Earned Recognition Scheme is open to any Operator with a minimum of two years (2) record history for drivers' hours' compliance and vehicle maintenance. Records may include a previous licence or entity where the operation and effective control has remained largely unchanged.
- 6.3 The Operator acknowledges that if, following a maximum of two requests within the three month period beginning from the date of application, any missing information requested by the Scheme Manager has not been supplied within the timeframe indicated by the Scheme Manager the application will be rejected.
- 6.4 Following confirmation from the Scheme Manager that all the required information has been received, the Operator agrees to supply a completed audit to the scheme manager within the application period or otherwise agreed by the Scheme Manager.
- 6.5 The Operator agrees to provide a signed declaration to the Scheme Manager relating to any unspent convictions, Regulatory Action against the operator licence within the last two (2) years and a statement of responsibility on the application form number ER01.

7. Eligibility for Accreditation

- 7.1 For Accreditation to be granted, the Operator must fulfil the following:
 - 7.1.1 Satisfy the eligibility criteria in of the Guidance Document;
 - 7.1.2 Show compliance with the audit standards and the key performance indicators set out in guidance document; and
 - 7.1.3 Comply with the requirements set out in these Terms and Conditions.

8. Criteria & Scope of Audit

- 8.1 The Operator agrees to undertake an initial audit, which complies with 'Arrange an audit' section of the Guidance Document.
- 8.2 The Operator acknowledges that they have an ongoing obligation to maintain the scheme standards detailed in the Guidance Document.
- 8.3 The Operator agrees to carry out a subsequent audit at least once every two year period beginning from the date of accreditation, and additionally as required by the Scheme Manager taking account of any identified compliance issues.

9. Access to Data and Sharing Information.

- 9.1 The Operator agrees that upon becoming part of the scheme it will have DVSA validated management systems capable of monitoring KPIs and automatically reporting exceptions as detailed in the 'Monitor your performance' section of the Guidance Document.
- 9.2 The Operator agrees to provide raw digital tachograph data for validation of the KPIs by the DVSA if requested by the Scheme Manager within the period specified by the Scheme Manager.
- 9.3 DVSA agrees that processing of any personal or sensitive personal data will be protected under the requirements of the General Data Protection Regulation 2018 (GDPR)
- 9.4 DVSA will publish and maintain the Published List of DVSA Earned Recognition Accredited Operators, Authorised Auditors and Validated Management System Providers.
- 9.5 Should during the course of the monitoring process the Scheme Manager become aware of reportable illegality carried out by or on the behalf of the Accredited Operator the Scheme Manager is duty bound to forward the information for further investigation by the DVSA and the Traffic Commissioner.

10. Multiple Licence Holders

- 10.1 The Operator agrees to disclose to the Scheme Manager the details of all Operator's Licences that are held under their name or the name of their company or controlling company.
- 10.2 The Operator acknowledges that the Scheme Manager will consider their application against all licences held by that Operator.

11. Material Change & Incident Notification

- 11.1 An Accredited Operator must notify the Scheme Manager within 14 days of any changes listed in sections 11.2 to 11.5 below. Failure to notify the Scheme Manager may result in Removal.
- 11.2 Any material change, change of control to the entity of the operator, or change of directors or Transport Manager (CPC holder).
- 11.3 Notification of change of status relating to the good repute and fitness of the operating entity or officers of the entity as detailed in the Goods Vehicles (Licensing of Operators) Act 1995 Schedule 2 and Public Passenger Vehicles Act 1981 Section 19.
- 11.4 If the operator or employees are found guilty and convicted of an offence under the Road Traffic Act 1988, or Health and Safety at Work Act 1974.
- 11.5 If a prohibition notice is served by the Police or DVSA under Sec 99A Transport Act 1968 and Sec 69 Road Traffic Act 1988.
- 11.6 Reportable incidents or events must be notified to the Scheme Manager as soon as practicable using the DVSAER112 form or an agreed equivalent report.

12. Refusal, Withdrawal, and Removal of Accreditation.

- 12.1 An Accredited Operator may withdraw from the DVSA Earned Recognition Scheme at any point in time by giving written notice of its withdrawal to the Scheme Manager.
- 12.2 The Scheme Manager may remove an Accreditation if:
 - 12.2.1 the Accredited Operator breaches the Terms and Conditions.
 - 12.2.2 the Accredited Operator fails to meet some or all of the performance criteria set down in the Guidance Document.
 - 12.2.3 the Accredited Operator fails to meet or maintain the scheme standards following the feedback and action plan process detailed in the Guidance Document.
 - 12.2.4 the Accredited Operator is involved in or linked to any action which the Scheme Manager considers inappropriate or improper or is likely to bring the DVSA Earned Recognition Scheme into disrepute.
 - 12.2.5 the Accredited Operator fails to notify material changes identified in clause 11.
 - 12.2.6 the Accredited Operator becomes bankrupt or insolvent.
 - 12.2.7 the Accredited Operator knowingly provides false information to the Scheme Manager, or Authorised Audit Provider.

- 12.2.8 the Scheme Manager will provide the Accredited Operator with written notification of removal with 14 days' notice.
- 12.2.9 following a formal written appeal by the Operator any refusal or revocation will be suspended pending the decision of the DVSA Appeal Department.
- 12.3 In the event of refusal to, withdrawal from or removal from the DVSA Earned Recognition Scheme, DVSA will not be liable for any costs incurred by the Operator.
- 12.4 The Operator has the right to appeal the decision of the Scheme Manager to refuse or remove their Accreditation in accordance with the appeal process set out in clause 15 below.

13. Re-application following refusal or removal

- 13.1 Following any refused application or removal from the Scheme a further application can only be present when the reasons for refusal or removal have been rectified.

14. Effect of Termination

- 14.1 The Operator acknowledges that if the Operator's Accreditation or application is refused, removed or otherwise ends for any reason:
 - 14.1.1 The Operator will no longer be entitled to any of the benefits detailed in the Guidance Document.
 - 14.1.2 The Operator's name will be removed from the DVSA Published List.
 - 14.1.3 The operator will no longer be entitled to use the DVSA earned recognition marque
 - 14.1.4 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.

15. Appeal Process

- 15.1 An Operator who wishes to appeal an adverse decision by the scheme manager must do so by providing written submission fully detailing the reasons for the appeal, including any documentary evidence within fourteen days of receiving the notice.
- 15.2 The Operator agrees to provide additional information or clarifications to the Appeal Department or to complete certain actions prior to deciding the appeal.

- 15.3 The Appeal Department will consider the appeal within 28 days of receiving the submissions. This may vary subject to the Operator providing additional information or clarifications, or the Operator completing certain required actions.
- 15.4 Any decision by the DVSA to refuse or remove an accreditation will be suspended following a formal written appeal by the Operator pending the decision of the Appeal Department.
- 15.5 The Operator will be notified of the DVSA Appeal Department's decision in writing within seven days of the decision being made. The decision of the Appeal Department is final.

16. Intellectual Property Rights and Use of Materials

- 16.1 The Operator 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 Earned Recognition Scheme is voluntary and confers no property ownership right on the members.
- 16.2 The Operator acknowledges that only Accredited Operators will be permitted to copy, reproduce or distribute provider materials within the DVSA Earned Recognition Scheme.
- 16.3 The Operator acknowledges that no one, including Accredited Operators, is permitted to copy, reproduce or distribute the provider materials for external use or for the benefit of any third party, including any associated company, without the prior written consent of the Scheme Manager.
- 16.4 Subject to clause 16.2 above the Operator will have no right to use any provider document, material or any other Intellectual Property Rights without the prior consent of the Scheme Manager.
- 16.5 The Operator will not cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or goodwill of the Scheme provider or
- 16.6 Represent, directly or indirectly, that any of their products or services have been endorsed or Authorised by the Scheme Manager or
- 16.7 Use in advertising, publicity or any other communication, whether written, electronic or any other means the name, brand of the Scheme or other Intellectual Property Rights of the Scheme without the prior written consent of the Scheme Manager.

- 16.8 Operators must promptly notify the Scheme Manager upon becoming aware of any infringement or alleged infringement or potential infringement and provide reasonable assistance to the Scheme Manager to protect the Scheme name and reputation. The Scheme Manager will have the exclusive right to determine whether or not any litigation will be instituted or other action taken in connection with any infringement or suspected infringement. For the avoidance of doubt the Operator will not institute any litigation or other action relative to any such infringement or imitation.
- 16.9 Displaying of the DVSA Earned Recognition Marque will not be permitted on any vehicles or trailers.
- 16.10 These conditions will continue to apply after revocation or withdrawal of the Accredited Operator and survive the termination of these Terms and Conditions.

17. Limitation of Liability

- 17.1 The Scheme Manager will not be liable for any pure economic loss, loss of profits, loss of business, depletion of goodwill or indirect or consequential loss, however caused arising out of or in connection with or as a result of membership of the Scheme.
- 17.2 The Scheme Manager excludes to the fullest extent lawfully permitted all liability whatsoever for any loss or damage howsoever caused arising out or in connection with the use of and/or reliance on any information given to an Operator.
- 17.3 Any investment or expenditure that is incurred in connection with the Scheme is undertaken entirely at an Operator's own risk and the Scheme Manager will have no liability in respect thereof.
- 17.4 Nothing in these Terms and Conditions will exclude or limit the Scheme Manager's liability for personal injury or death resulting from the Scheme Manager's negligence or for any matter for which it would be illegal for the Scheme Manager to exclude or limit or to attempt to exclude or limit its liability for.

18. Dispute Resolution

- 18.1 In the event of any dispute or difference arising out of or in connection with these Terms and Conditions (the "Dispute"), the Scheme Manager and the Accredited Operator will use all reasonable endeavours to negotiate in good faith and settle such dispute in accordance with this condition.
- 18.2 If the dispute is not settled through discussion between the Scheme Manager and the Accredited Operator within a period of 7 days of the date on which the dispute arose, the Accredited Operator may refer the dispute in writing to Corporate Senior Leader for resolution.

19. Notification of Scheme Changes

- 19.1 The Scheme Manager reserves the right to change these Terms and Conditions at any time by written notification to all Accredited Operators or current applicants.
- 19.2 Any Operators not satisfied with any changes to the Terms and Conditions may withdraw from the DVSA Earned Recognition Scheme in accordance with clause 12.
- 19.3 The Guidance Document will also be updated from time to time. Any references to the Guidance Document refer to the latest update of the guidance published on the gov.uk website.

20. Force Majeure

- 20.1 Neither party will be deemed to be in breach of these Terms and Conditions, or otherwise liable to the other party in any manner whatsoever, for any failure or delay in performing its obligations under these Terms and Conditions, the Scheme standard or the Scheme benefits to the extent that such failure or delay is due to any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of that party, including without limitation, riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, storm, flood, abnormal weather conditions or other natural catastrophe, malicious damage, compliance with any law or governmental order, default of suppliers or strikes, lock-outs or other industrial disputes.

21. Disclaimer

- 21.1 The Scheme does not warrant, and expressly excludes any warranty, that Accreditation enables the Operator to operate its business. The Operator acknowledges that it is its responsibility to comply with all laws and regulation governing its business.

22. Governance

- 22.1 The Terms and Conditions will be governed by English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England.