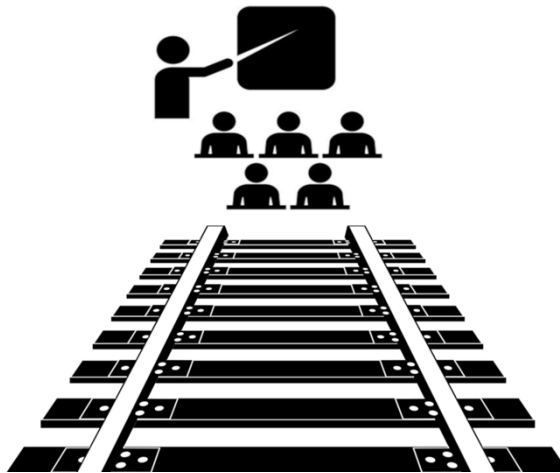


Training & Assessing T&C's

Richardson Rail Services Ltd.
Personal Development Specialist



Date:	Changed by	Change/Amendment	Version
Nov 2019	RR	Updates and amendments	V4.0
10 th Dec 23	RR	Formatting, spelling, and grammar corrections	V5.0
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Feb 2022	RR	Updates and amendments	V7.0
July 2022	RR	Updates and amendments	V8.0
Dec 21 st 2023	RR	Major Updates and amendments, spelling checks grammar updates and additional clauses added following lessons learnt and industry standard / rule updates to training and assessments.	V9.0
June 17th	RR	Updated following new COSS WPA guidance	V9.1

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1 Purpose

Welcome to Richardson Rail Services Ltd. This document, referred to as the "Terms and Conditions," is designed to outline the terms under which you, the user, may access and use our products and services. By engaging with us via our website, Phone, Email and any other offerings, you agree to comply with and be bound by the terms and conditions set forth herein.

These terms constitute a legally binding agreement between you and/or the company you represent and Richardson Rail Services Ltd. It is important that you read and understand the provisions outlined in this document before accessing or using any of our products and services.

2 Definitions:

- **Event-** An assessment or training course either Sentinel based, or non-sentinel based.
- **Client-** The person, Company, or Sponsor (Primary or Sub) requesting and completing the event booking.
- **Candidate(s)-** Person(s) attending the event
- **HSE-** Health and Safety Executive
- **Booking Form-** The mandatory form to be filled out, accepted and returned to continue the booking process for an event. Supplied by Richardson Rail Services upon request for an event.
- **Accepting a booking form-** This is done when a client returns a booking form, signed or unsigned, with the intent of a sponsored candidate undertaking an event.
- **Purchase Order (PO)-** Purchase orders (POs) are documents sent from the client (as the buyer) to Richardson Rail Services with a request for products or services as an order. Only if Terms and conditions have been set up and agreed to by both parties.
- **Working day-** Monday to Friday, 09:00 to 15:00
- **Contested-** Oppose (an action, object, or theory) as mistaken or wrong.

3 Scope

3.1 Overview:

These terms and conditions apply to all users, visitors, and entities engaging with Richardson Rail Services Ltd.'s railway training and assessment events. The scope encompasses the entire lifecycle of these events, from the pre-booking process to post-event elements.

3.2 Pre-Booking Process:

The scope includes all aspects of the pre-booking process, such as accessing our website, reviewing course information, submitting inquiries, and requesting quotations. Users agree to adhere to any guidelines and requirements outlined during this phase.

3.3 Booking and Registration:

Upon requesting a booking and registration, users accept the terms and conditions governing participation in our railway training and assessment events. This includes providing accurate and up-to-date information during the registration process.

3.4 Course Participation:

Users agree to abide by the rules and guidelines established for each specific training course or assessment. This includes compliance with safety protocols, respectful interaction with instructors and fellow participants, and adherence to any additional rules communicated ahead of or during the event and takes responsibility for ensuring the assessment event is fully compliant to all industry requirements.

3.5 Payment and Invoicing:

The scope covers all financial transactions related to the railway training and assessment events, including payment processes, invoicing, and any applicable fees. Users are responsible for the timely payment of fees in accordance with the terms outlined in this document.

3.6 Event Modifications or Cancellations:

Richardson Rail Services Ltd. reserves the right to modify or cancel events, including changes to schedules, locations, or instructors. Users will be notified of any such modifications, and the terms governing cancellations and refunds will apply as specified herein.

3.7 Post-Event Elements:

The scope extends to post-event elements, covering activities such as the issuance of certificates, provision of assessment results, and any ongoing support or follow-up communication. Users are encouraged to provide feedback on the events attended to help us continually improve our services.

3.8 Code of Conduct:

Users are expected to adhere to a code of conduct throughout the entire scope of engagement with Richardson Rail Services Ltd. This includes respectful and professional behaviour during all interactions related to our railway training and assessment events including good timekeeping.

3.9 Termination of Access:

Richardson Rail Services Ltd. reserves the right to terminate a user's access to our events if there is a breach of these terms and conditions or if a user fails to comply with our code of conduct.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

4. Our Rights and Disclaimers:

4.1 Modification of Services:

Richardson Rail Services Ltd. reserves the right to modify, suspend, or terminate any aspect of our railway training and assessment events at any time and without prior notice. This includes changes to event schedules, locations, instructors, or any other relevant elements. We strive to provide timely notice of any modifications, but users acknowledge that circumstances may arise that necessitate immediate changes. We will not be held liable for any fees caused by the cancellation of events directly or indirectly caused by these cancellations.

4.2 Updates to Terms and Conditions:

We may update these terms and conditions periodically to reflect changes in our offerings, legal requirements, or industry standards. Users will be notified of any updates, and continued engagement with our services constitutes acceptance of the revised terms. It is the responsibility of users to regularly review these terms to stay informed of any changes.

4.3 Termination of Services:

Richardson Rail Services Ltd. reserves the right to terminate or discontinue any or all of our railway training and assessment events, either temporarily or permanently, at our discretion. In the event of termination, users will be informed, and any applicable refunds or compensations will be handled in accordance with the terms outlined in this document.

4.4 Disclaimer of Warranties:

While we strive to provide high-quality railway training and assessment events, Richardson Rail Services Ltd. makes no warranties, expressed or implied, regarding the accuracy, completeness, or suitability of the information, materials, and services provided during these events. Users acknowledge that participation is at their own risk, and we disclaim any responsibility for consequences resulting from reliance on the information presented.

4.5 Limitation of Liability:

To the fullest extent permitted by applicable law, Richardson Rail Services Ltd. shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data, or other intangible losses, resulting from the use or inability to use our railway training and assessment events.

4.6 Force Majeure:

Richardson Rail Services Ltd. shall not be liable for any failure or delay in the performance of our obligations under these terms and conditions due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, government actions, labour disputes, and other unforeseen events.

4.7 Reservation of Rights:

All rights not expressly granted in these terms are reserved by Richardson Rail Services Ltd. This includes, but is not limited to, intellectual property rights, trademarks, and proprietary information related to our railway training and assessment events.

By participating in our events, users acknowledge and accept the rights and disclaimers outlined in this section.

5. Your Responsibilities:

5.1 Compliance with Applicable Laws:

By engaging with Richardson Rail Services Ltd.'s railway training and assessment events, users agree to comply with all applicable local, national, and international laws and regulations. This includes, but is not limited to, laws related to the use of our services, intellectual property, and privacy.

5.2 Accurate Account Information:

Users are responsible for providing accurate and up-to-date information during the registration and account creation process. Richardson Rail Services Ltd. is not liable for any consequences resulting from inaccurate or incomplete information provided by users.

5.3 Security of Credentials:

Users are responsible for maintaining the confidentiality of their account credentials, including usernames and passwords. Any activities conducted under a user's account are the user's responsibility. If unauthorized access is suspected, users should notify Richardson Rail Services Ltd. immediately.

5.4 Adherence to Guidelines:

Users agree to adhere to any guidelines, rules, or instructions provided by Richardson Rail Services Ltd. during the pre-booking, booking, and participation phases of the railway training and assessment events. Failure to comply with these guidelines may result in termination of access to our services. You and the candidates must also comply with all the rules, standards and requirements provided by Network Rail.

5.5 Respectful Conduct:

Participants are expected to engage in respectful and professional conduct during all interactions related to Richardson Rail Services Ltd.'s events. This includes interactions with instructors, fellow participants, and any staff members. Disruptive or disrespectful behaviour may result in immediate removal from the event.

5.6 Course Materials and Intellectual Property:

Users acknowledge that all course materials and intellectual property presented during the railway training and assessment events are the exclusive property of Richardson Rail Services Ltd. Unauthorized reproduction, distribution, or use of these materials is strictly prohibited.

5.7 Notification of Changes:

Users are responsible for reviewing these terms and conditions regularly to stay informed of any updates or modifications. Continued engagement with our railway training and assessment events constitutes acceptance of the most recent version of these terms.

5.8 Health and Safety Compliance:

Participants are responsible for complying with health and safety regulations during the events. This includes following safety guidelines, using provided equipment appropriately, and immediately reporting any unsafe conditions to event organizers.

5.9 Compliance with Course Requirements: Users are required to comply with the specific requirements outlined for each training course or assessment. This includes but is not limited to, attendance, participation, meeting assessment requirements, site requirements and completion of any assigned tasks or assessments.

By engaging with Richardson Rail Services Ltd.'s railway training and assessment events, users acknowledge and accept the responsibilities outlined in this section.

6. Governing Law:

6.1 Applicable Law:

These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

6.2 Jurisdiction:

Any disputes arising from or related to these terms and conditions will be subject to the exclusive jurisdiction of the courts in England and Wales. Users consent to the personal jurisdiction of such courts and waive any objection to the laying of venue in such courts.

6.3 Compliance with UK Regulations:

Users engaging with Richardson Rail Services Ltd.'s railway training and assessment events in the United Kingdom must comply with all relevant UK regulations and legal requirements.

6.4 Alternative Dispute Resolution (ADR):

In the event of a dispute, Richardson Rail Services Ltd. encourages users to explore alternative dispute resolution methods, such as mediation or arbitration, before pursuing legal action. Any such ADR process shall take place in accordance with the rules and procedures established by recognized ADR providers.

6.5 Severability:

If any provision of these terms and conditions is found to be unenforceable or invalid under applicable law, the remaining provisions will continue in full force and effect.

6.6 Language:

The English language version of these terms and conditions shall prevail over any translations.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

7. Contact Information

If you have any questions or concerns about these terms, please contact the managing director at – rhys@richardsonrail.co.uk.

8. Payment terms

The client is liable and responsible for payment being settled in the timescales on the invoice and or contesting the invoice in the required timescales as per these terms and conditions, regardless of whether they are the ones settling the fee or not.

It is the client's responsibility to ensure payment is settled, so if the candidate or other payer does not pay, the payment defaults to the client.

All invoices must be paid by the due date stated on the invoices sent to the client from Richardson Rail Services Limited or before the training/assessment event (whichever is earliest).

If a PO wants to be issued (payment via credit), then terms and conditions must be set up and agreed upon prior to the event going ahead. Richardson Rail Services cannot accept a PO number unless this has been done ahead and agreed to by the finance department.

If an invoice is to be contested for any reason, it must be done within 4 working days of the day of it being sent. Otherwise, the invoice will be assumed to be correct and accepted by the client in line with these terms. In some circumstances, this might be deviated from when agreed upon by both parties with prior notice.

Extra charges are charged at a rate agreed to at the time of booking; if these are not agreed to at the time of booking, they will default to a price of £2.45 per mile for every mile over 50 Miles total distance travelled.

Assessor(s) will only travel to the site location stipulated on the booking request from and no further than a five (5) mile radius each way of the allocated site. Further cost(s) will be accrued if any additional miles are required. This will be added to the assessment before the assessment is logged by us on the Sentinel Database. Additional costs will be invoiced to the client, and results will not be logged until such time they are paid. If there is too much travel on the night of an assessment, it might get cancelled.

Other charges will be added on as required also but prior authorisation and discussion will be obtained from the client for these unless its conditions are stipulated in these terms.

Richardson Rail Services will get a debt recovery agency/pursue legal action if the need arises for overdue/unpaid invoices. All charges from this or any other third-party charges are the sole responsibility of the client to settle from this. We will also always charge the full amount of interest where possible along with all recovery fees. The clients director assumes responsibility for all fees and acts as a guarantor.

In line with network rails notification, we assume, unless told otherwise, that if a candidate is paying themselves on the night or in advance, the primary sponsor will be reimbursing them within their own planned and agreed terms if this is for a role that the client needs them to do.

If we are told otherwise by the candidate, we are obligated to report this breach in line with the RTAS and sentinel rules and NSAR guidance and will do so.

By engaging with Richardson Rail Services Ltd.'s railway training and assessment events, users acknowledge and accept the responsibilities outlined in this section.

9. Standard Terms for Bookings & Requests

Please ensure that a minimum of two (2) working days' notice for event bookings to be processed is given.

Booking requests that ask for a specific assessor or trainer cannot be completed to avoid any favouritism; we will randomly allocate a member of staff for an event. If an assessor or trainer is allocated following a request for them this is a coincidence only.

Event requests cannot come from the candidates who wish to attend; they must come from their primary sponsor OR a sub-sponsor with authorisation from the primary sponsor.

That all supporting paperwork is completed in a timely manner, fully and accurately in such a way that the event booking process is not rushed.

If an event is being held at a client's premises, then the suitability of the client's on-site training facilities must be agreed upon prior to event booking. This is assumed to be the case, and it is assumed the client has checked the premises are suitable to the NSARs premises checklist. If, upon arrival, the premises are not suitable, the event will be cancelled with full charge.

Assessment events, when booked, are booked from two (2) to four (4) hours from start time. The start time will be that which is on the booking form. If the start time of the event is more than thirty (30) minutes before or after that on the booking form, we can cancel with charge as this might impact the time of observation and the assessing staff is only booked for up to four hours.

Training events are booked for the duration of the time stated by network rail on their training plans.

Clients are responsible for ensuring all the requirements of any course or assessment are met. This is not the responsibility of the training provided in any capacity. This includes but is

not limited to, COSS plus one requirements of assessments in line with new industry notices, authenticity of COSS assessments, Prerequisite requirements, E-Learning completion etc.

Candidates are required to comply with HSE arrangements during all courses and always comply with all medical and D&A requirements for all courses.

Richardson Rail Services Limited shall not be liable for the provision of any accommodation or subsistence for candidates unless offered in the joining instructions as part of the event.

Bookings will only be accepted, and events allowed to go ahead if:

- A. The full purchase price is received by Richardson Rail Services Limited in advance before the start of the event. Or, if applicable, A valid purchase order is received by Richardson Rail Services Limited from a company that has an arrangement with us.
- B. The client and candidate are complying with all RISQS, Sentinel and other group rules.
- C. All events are being conducted and planned to be conducted in an authentic manner.
- D. All terms are agreed to by the client and candidates(s).

Please note that like our terms, all our prices are subject to change at any time.

Whenever an event has a sentinel notification, the responsible individual who completed the event should log it. If the event is not logged within five days post the event, the client must follow up. All chasing related to event logging must be done before fourteen days post the event. In any case, events older than twenty-one days post completion may not be able to be logged and may also incur additional fees.

It is the clients responsibility to ensure for up to twenty one days post event any candidate(s) requirements remain in place to allow for result uploads.

By engaging with Richardson Rail Services Ltd.'s railway training and assessment events, users acknowledge and accept the responsibilities outlined in this section.

Users also agree to provide feedback following all events as part of the event. In most cases, this will be done via online digital forms.

10. Cancellations

Once a booking form has been returned OR a client has asked us to hold a specific date OR allowed us to send the booking form then this will then be considered as booked (pending payment and return of other documents) you will be charged for cancellations from this point on but a minimal charge will be made where a client cancels an event 14 working days before the event start date.

Number of working days before the start date and cancellation penalty:

- Up to 14 days: 25% of the total cost is charged as admin and handling fee.
- Less than 14 days: 100% of the total cost is charged as a cancellation fee.
- Where an event is cancelled any day(s) before the event, and where no travel has been done, then any travel fees will be refunded, unless they are that of accommodation, then these will always be fully chargeable.

Note: Working days are calculated from the next working day following notification to the day prior to the event.

Cancellation must be confirmed in writing (email is acceptable), and a copy must be retained by the Client for future reference. You will receive acknowledgement and should retain this with a copy of your written cancellation. This is the only method acceptable for verification of the cancellation notice period where this is disputed.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

10.1 Non-attendance

If a candidate does not attend an event, the full event fee remains payable no matter the circumstance unless it was cancelled in line with our terms.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

10.2 Late Arrivals/Missed Events

If a candidate arrives late by any amount of time for an event or is absent from any session, we reserve the right to refuse to accept them if we feel:

- They will gain insufficient knowledge in the time remaining.
- It would be detrimental to the other participants.
- Insufficient time or too much strain is placed on the assessor to gather the required evidence.
- Any other reason we deem valid and acceptable.
- They do not have good timekeeping skills.

In all such cases, the full event fee remains payable.

You acknowledge and agree to the comprehensive scope outlined in these terms and conditions by engaging with our railway training and assessment events.

10.3 Cancellation/Changing of Events by Richardson Rail Services

We reserve the right to change the date of an event or cancel without penalty.

Travel and accommodation are the responsibility of the booker or delegate, and no reimbursement can be provided if the scheduled event is cancelled or changed.

We will not accept any responsibility or liability for any loss of work, money, competencies or other that are a direct or indirect result of the event changing date and or being cancelled.

The client should be forward planning, and the worst-case scenarios should have been planned for by the client; by agreeing to these terms, you forfeit the right to attempt to hold us liable or claim any costs back.

Where assessments are cancelled by our assessors if they feel not all the requirements are going to be met or have been met, we will not refund this and for any case where the

assessment was cancelled for the requirements not being met from the required rules, regulations, preferences or standards.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

11. Substitutions/Changes Made by the Client

Clients can make substitutions or changes up to two (2) working days before the event start date but no more than 2 times.

Substitutions or changes can include, times, locations, candidates etc.

There is an admin charge of £35 per substitution.

You must be able to supply all the information in a timely manner to allow the change to be processed. Otherwise, the event will be cancelled with full charges applicable. The substitution will count as a new booking and will be under the same terms and conditions as these.

Substitutions might not always be possible, we will try our best to help, but this is not guaranteed. By changing the location, the event might not be possible anymore.

Any event changed to a later date, which is then cancelled within fourteen (14) working days of the change, will still be fully chargeable; this is to avoid a client moving it to a date further away than cancelling to avoid cancellation fees.

We will not make changes to an event when the new date is more than fourteen (14) working days post the original date.

In some situations, it might not be possible to make a change; typically, this will be if the booking form and invoice have been sent and a last-minute change is required, as management is needed to edit the system, and they might not be available on short notice.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

12. Prerequisite Guidelines for Candidates & Clients

Medical/Drugs and Alcohol screening evidence must be provided where stated- it is compulsory prior to participation in the course that candidates without acceptable medical compliance will be unable to proceed or have this administered during the course. (If a non-railway course/assessment this is not required but candidates are still required to arrive not under the influence of any illegal substance(s) or alcohol).

It is the responsibility of the candidate/client to ensure the prerequisites identified in the Joining Instructions and or other documents sent are met for any course. Clients are also responsible for ensuring that the backgrounds of candidates are suitable for the event that they are attending. Candidates are required to be punctual in all courses and sessions or assessments, and if they arrive late, they will be turned away with full charges to be applied.

Prerequisites need to be adhered to, and we reserve the right to refuse to accept anyone for events for reasons such as not meeting the prerequisites, not having the required training or assessment materials or evidence, not meeting our preferences for procedures, etc. In all such cases, the full course fee remains payable.

It is the sponsor's responsibility to understand each assessment or training event requirements using the network rail standards and RTAS rules before booking a candidate on. Richardson Rail will try to identify potential issues prior to them arising; however, this is not guaranteed. An example of this is that the assessor must be able to contact the attending candidate a shift in advance of an assessment. If the candidate doesn't take responsibility for their assessment outcome and reach out to the assessor or chase their sponsor, as per our joining instructions, and then the assessment must be cancelled, this will be their fault.

We will also try to check a candidate's sentinel profile before accepting a booking, and a booking will only be completed if the candidate displays the needed pre-requirements. If the competencies lapse before the assessment booked date, this will be down to the sponsor and not Richardson Rail Services Ltd. Although we will try our best to identify exp dates, it is not a guarantee and is the primary sponsor's responsibility.

Sponsoring Companies must ensure another COSS is at the site for the purpose of taking over from a COSS who gets an NC or NYC result; although we will not demand evidence of this, by accepting the terms and conditions, it is assumed that the client has one at the site.

All requirements for all assessments will be the clients responsibility to ensure they are in place, and they should not and must not ask the assessors to confirm if the site or the work is acceptable ahead of the assessment as the assessor must be impartial, this could result in us cancelling the assessment with it being fully chargeable.

The client must ensure that all requirements for all events are maintained throughout the course / event duration and for up to twenty one days post event also.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

13. VAT

All fees are subject to the current VAT rate. Only valid exemptions will be granted. Proof of the exemptions must be sent five (5) working days before the event starts.

14. Replacement of Richardson Rail Services Limited Issued Certificates

Duplicates of any lost or damaged certificates will only be issued after Richardson Rail Services Limited receives a report containing the following information:

- How the loss or damage occurred.
- The investigation was undertaken by the employer.
- The employer/manager's name, signature, and date.

A charge of £35 will be made to cover the administration cost of issuing a duplicate certificate.

A duplicated certification charge is also applicable to newly issued certification in the event of upskilling. For example, remove 'Under Mentor' from your certificate and have a new one issued.

Any certificates issued and not received must be notified within three days of completion of the course otherwise it is assumed that they have arrived.

You acknowledge and agree to the comprehensive scope outlined in these terms and conditions by engaging with our railway training and assessment events.

15. Transfer and Collection of Personal Data

By accepting these terms, you also agree that you understand and consent to Richardson Rail collecting, storing, and sharing personal data on yourself and/or the candidates you are responsible for for the sole purpose(s) of delivering training & assessments, showing the level of competency achieved, Marketing, and or ensuring that no identification fraud has taken place prior to an event held by Richardson Rail.

You also acknowledge and accept that Richardson Rail Services cannot be held in any way responsible or accountable for the theft of your data by any third-party person(s) if they get hold of your data by means of your competency card and/or any online competency profiles provided for you.

If there are any concerns or issues regarding your personal data, please contact us immediately, and we will assist where possible.

Data manager (ICO registered) – Rhys Richardson – rhys@richardsonrail.co.uk.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

16. Conduct on Events

Candidates are expected to conduct themselves in a friendly and professional manner when they attend any event or service led by Richardson Rail Services, whether it is held at our premises, on premises owned or provided by the client or on railway infrastructure.

We expect all persons to be treated with respect no matter if they are the person taking the event or a fellow candidate on the event. We will not tolerate any form of abuse, be it physical or verbal, and if there are reasonable grounds, we retain the right to take legal action against any person/s who is in violation of the law or the standards expected in the above document.

We believe this is very important as a safe work and learning environment is important, not only to ensure that candidates get the most from their sessions but as we believe safety is paramount and enjoyable sessions are what will make us stand out; we will work our utmost to keep these high standards.

If anyone is acting in a way that we deem is unfit we reserve the right to remove them from the premises and/or course, and they / their company will still be liable for all fees/costs.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

17. Failed/Non-Completed Events

If any event is unable to be completed for any reason (For example turning up to a COSS assessment with incorrect SWP details OR possession being cancelled) then the event will be cancelled, and a refund will not be obligated due to our workforce still having attended and/or their time being booked up.

If an event is cancelled due to a candidate's competencies no longer being valid this counts as a failed or non-completed event as defined in this document and is subject to the same conditions some further examples:

If the workgroup is a COSS plus one other only for a COSS Assessment and is cancelled due to new industry standards of COSS assessments.

If we refuse due to suspected fabrication or uncertainty on suitability

If the assessment is being conducted on Siding lines or non-Main lines.

The above are examples and not an exhaustive list.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

18. Completion of Booking Paperwork for Events

If the supporting paperwork is not completed in a timely manner, or there are faults in the paperwork provided to Richardson Rail Services, then the event will be cancelled and/or the booking process will be retracted.

This includes checking the accuracy of the joining instructions when they are sent by the client.

Payment will still be obligated in line with the above terms.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

18.2 Failed Bookings Following Requests.

If a sponsor or client requests an event to be booked, and Richardson Rail Services allocates an assessor to this event, it will then be subject to the terms of "**Cancellations and Cancellation / Changing of Events by Richardson Rail Services**".

This means that if an event is cancelled or no longer required within the set number of times, then the requester is still liable for costs, subject to Richardson Rail's discretion; this stipulation applies even if a booking form is not returned or signed. If it is reasonable to

assume the booker wants the assessment by communications sent by them and it is reasonable to assume these terms have been seen due to the easy access available on the website.

By engaging with our railway training and assessment events and communicating with us, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

19. Unassisted lookout Warning SSOW on NWR Infrastructure

As a provider, we believe that candidates and our staff's safety takes precedence over all else. As such, we will not allow our staff out on the infrastructure where the SSOW is an unassisted lookout warning. This includes walking to/from the site or working.

This is in line with NWR's improvement notice that was issued to them by the ORR.

As such, any assessment that has this SSOW as the selected protection will be cancelled on-site or in advance of the assessment where the assessor is made aware.

It will, in the first instance, be the sponsor or the booker's responsibility to inform us or cancel the booking if an unassisted lookout warning is being used as they should be aware of our terms and conditions by agreeing to the booking.

However, if the booker fails to do so. It is then the candidate's responsibility to inform the assessor of the SSOW at the site. If the candidate does not inform the assessor of this prior to the assessor arriving at the site, the assessment will still be chargeable at full rate.

If the candidate informs the assessor but is not aware of the new guidelines and stipulations required for working unassisted lookout warnings and cannot produce evidence that they have done adequate checks of their SSOW / SWP, the assessment will be cancelled and still fully chargeable.

By engaging with our railway training and assessment events, you acknowledge and agree to the comprehensive scope outlined in these terms and conditions.

APP A- COSS Assessments – Specific requirements set by Network Rail. (COSS WPA Improvement briefing July 2022)

It is the client's responsibility to ensure the below requirements are in place and being met prior to the event being undertaken. It is also the clients responsibility to ensure the work type, amount of people and all other factors are checked and suitable ahead of any assessment being done.

Background

As an industry there is a requirement to make sure that we have individuals that have been assessed in accordance with the competence standard NR/L2/CTM/021, Competence and Training in Track Safety and therefore have proven that they are capable and competent to perform the duties of a Controller of Site Safety (COSS).

As an industry we have encountered, in recent years too many incidents where the COSS had the ultimate influencing factor on the resulting failures in safety (e.g., Gatwick Airport Station 2018, Saxilby 2012).

As a reminder, the previous version of the briefing was produced due to evidence from a review of COSS workplace assessments that demonstrated the work activities were being manufactured only for the purposes of assessment. An authentic COSS assessment is a documented observation of the duties required to protect the safety of a group working on Network Rail Managed Infrastructure.

The following will provide updated guidance on the workplace assessment requirements for a COSS.

Quality Assurance of COSS Assessments (interim and post-mentoring) are consistently identifying poor assessment practices. Routinely, COSS Assessments are effectively being manufactured only for the purposes of assessment. An authentic COSS assessment is a documented observation of the activities required to protect the safety of a group working on Network Rail Managed Infrastructure.

The most frequent examples of poor practice are listed below. All of these types of practices will be considered as manufactured assessments:

- Candidate COSS + Assessor only

- Candidate COSS, + 1, + Assessor (with the exception of roles which are the operational norm to be COSS +1 i.e., AP, NP, S&T Tester/Assistant and are evidenced as such)

- Manufactured work activities such as non-obtrusive: (list is not exhaustive)
 - o Inspection on a station platform.
 - o Inspection of Road Rail Access Point [RRAP].
 - o Visual check of trackside position of cables from a location cabinet.
 - o Inspection of an access point for suitability.
 - o Track walk to check vegetation growth/scope future works.
 - o Lineside (3m) from the nearest running rail off track work with access to site being via walking routes.
 - o Visual structure inspections in an ES worksite.

- Two or more probationary assessments being completed in the same location at the same time. Both probationary COSSes form the same workgroup. The 1st (P)COSS briefs the group with the 2nd (P)COSS within the workgroup. The 2nd (P)COSS then briefs the same group with the 1st (P)COSS forming part of the workgroup.

- Similarly, a candidate being assigned an ES and COSS role on a shift that would not be required if the workplace assessment had not been requested. Where the arrangements are Candidate, + 1, + Assessor and the +1 switches roles/relieves the candidate only for the purposes of either or both competence workplace assessments.

- Questioning most of the assessment criteria rather than observing work activity.

Requirements for assessments

It is required to be an assessment in the workplace, in the area known as 'on or near the line' for an item of work that has been planned to take place in accordance with NR/L2/OHS/019 issue 12.

There shall be a Safe Work Pack (SWP) that the assessor shall be provided with or have the opportunity to review to confirm it is a compliant SWP in accordance with NR/L2/OHS/019 issue 12.

Evidence of planning the SWP in Rail Hub, On-Track, or a similar planning system in accordance with NR/L2/OHS/019 issue 12 is required.

- Planning to complete workplace assessments for more than two candidates within the Assessors 12-hour shift will not be permitted.
- Planning to complete workplace assessments for more than one candidate within the Assessors 8-hour shift will not be permitted.
- Assessors must witness the COSS briefing and access and egress from the site of work in order to observe as many elements of the assessment as possible.
- The Assessor shall not be considered as part of the workgroup but are required to sign RT9909, F01, task risk briefings and any other documentation that the site requires.
- There must be a minimum of three people within the workgroup, including the COSS and excluding the Assessor. This may need additional planning by Sponsors to make sure workplace assessments are planned to take place on shifts with the required work group members. Assured Providers and Assured Trainer/Assessors are required by the RTAS Rules to make sure they are providing Assessors to complete workplace assessments that meet these requirements.
- Where the COSS is working alone (effectively acting as an IWA) the criteria for a COSS Workplace assessment cannot be met.

- COSS working alone questions (reference IWA within the COSS workplace assessment records) must always be asked by the Assessor and answered by the candidate during a COSS workplace assessment unless there are restrictions recorded in Sentinel that prevent the individual from working alone.

- Another COSS provided on site who will be able to take over the work group in the event of a NC or NYC result

Requirements for COSS Workplace Assessment in Sidings or Depots

The assessment during an item of work that has been planned in advance. The requirements for

sidings, depot protection in accordance with the Rule Book Handbook 13 apply.

The work shall be planned in accordance with NR/L2/OHS/019 issue 12.

There shall be a Safe Work Pack (SWP) that the assessor shall be provided with or have the opportunity review to confirm it is a compliant SWP in accordance with NR/L2/OHS/019 issue 12.

Evidence of planning the SWP in Rail Hub, On-Track, or a similar planning system in accordance with

NR/L2/OHS/019 issue 12 is required.

Workgroup requirements for the assessment

There must be a minimum of three people in the workgroup, including the COSS. This does not

include the Assessor.

There are some COSS duties where the activities taking place is contractual work to Network Rail

which the individual will routinely work as COSS +1. The COSS being assessed may not meet 'minimum of three within the workgroup.' Every effort must be made to assess an individual on a

shift where the 'minimum of three' requirements are met. Where this is not possible, this justification shall be provided to the assessor during the planning stage of the assessment.

The work group shall be undertaking activities as stated in the SWP in the area known as 'on or near the line'.

Examples of non-compliant COSS Workplace Assessment (non-exhaustive)

1. Where the COSS is working alone (effectively acting as an IWA) the criteria for a COSS Workplace assessment cannot be met.

2. Candidate COSS and the Assessor only

1. Candidate COSS, + 1, the plus 1 is the Assessor.

3. COSS work activities (Apart from the allowance in the workgroup requirements for the assessment section) on a shift that have been allocated for the purpose of a workplace assessments and non-obtrusive: (list is not exhaustive)

1. Inspection on a station platform.

2. Inspection of Road Rail Access Point [RRAP].

3. Visual check of trackside position of cables from a location cabinet.

4. Inspection of an access point for suitability.

5. Track walk to check vegetation growth/scope future works.

6. Lineside (3m) from the nearest running rail off track work with access to site being via walking routes.

7. Visual structure inspections taking place in an ES worksite.

8. Site familiarisation by Safe Work Planners
4. Two or more probationary assessments being completed in the same location at the same time or on the same date using the same workgroup.
5. Where a first (P)COSS briefs the group with the second (P)COSS within the workgroup. Then the second (P)COSS then briefs the same group with the first (P)COSS forming part of the workgroup.
6. A candidate being assessed for COSS on a shift that is not required if the workplace assessment had not been requested.
7. Where the arrangements are Candidate COSS, + 1 (+ 1 being the assessor) and the Assessor and the +1 change roles/relieves the candidate only for the purposes of either or both competence workplace assessments.
8. Where less than 75% of workplace assessment is not observed work activity.
9. Where the works are surveys, without any equipment / trolleys etc
10. Where the job is normally COSS plus one and someone has been added to the group for the sole purpose of the assessment.

Exclusion Criteria Note:

All work activities shall be planned in accordance with NR/L2/OHS/019 issue 12. It is acknowledged that for some work activities, a work party of COSS +1 is the operational norm (acceptable examples being Authorised Person, Nominated Person or Signalling Technician and tester/assistant). For any COSS assessment where this is the case, evidence must be provided to show the Safe Work Pack (SWP) has been produced in advance by a planner that holds a recognised planning competence and using a planning system. No planning on the day of the assessment will be accepted.

Please note dispensations need to be granted ahead of work and it is the clients responsibility, if they have one form NSAR, to ensure it is communicated to our office, our assessor and their staff being assessed. ere

APP B – Delivering training events at external venues

It is the client's responsibility to ensure the below requirements are in place and being met before the event is undertaken and maintained throughout the event. This responsibility will only be exempt if A) Richardson Rail Services Ltd. Requested the venue to be used and B) Written confirmation that this responsibility can be ignored is obtained.

In all locations, it must be preplanned and made known to the booker so that the trainer can be informed of the room(s) ahead of the event start date, so that they can make themselves aware of the room and location and set it up in a reasonable amount of time.

All locations must be clean and tidy as well as look presentable and professional.

All locations must have access to suitable practical facilities where relevant.

All locations must have and must be able to provide upon request all expected health and safety documentation, and/or systems including but not limited to (where applicable):

- Fire Risk Assessments.

- Fire alarm testing documentation.
- PAT Certification and documentation.
- Electrical / Wiring certification.
- Asbestos management documentation.
- Site Risk assessments and specific risk assessments.
- Practical location Risk assessment.
- Emergency escape route diagrams.
- Fire muster points.
- Fire suppression systems.
- First Aider(s).
- First aid equipment.
- Automatic Emergency defibrillators.
- Health and safety board (up to date)

All locations must have and must be able to provide the following also:

- Whiteboards.
- Whiteboard cleaning equipment.
- Flip Charts.
- Pens.
- Paper.
- Internet Access.
- Printer.
- Scanner.
- Screen with HDMI input and all associated cables as required.
- Nameplates.
- Kitchen facilities with a minimum of being able to provide clean drinking water.
- Classroom with adequate space for candidates to be 1m apart.
- Heating and cooling equipment.

The member of staff delivering at the venue will decide whether it is suitable before or on the day of the planned event. Although we will try to work with the client to make it suitable, there is no obligation to do so.

If the staff member is unsure, they will raise this to the Training Manager, who will have the final say on the location usability.

If an event is cancelled due to issues with a venue, whether on the above non-exhibitive lists or not, the full fees are billable to the client.