

Energy Saving Trust

Ecodriving Scheme 2019/20 - Terms & Conditions

Introduction

The Ecodriving Scheme (the “Scheme”) is a Scheme of the Energy Saving Trust (“EST”) by which drivers are trained in efficient driving through on-the-road ecodriving courses, which have the specific aim of helping them improve the fuel efficiency of their vehicle.

All Driver Training delivered under the Scheme must be delivered by EST Approved Trainers. To become an Approved Trainer, a trainer must be listed on the Driver and Vehicle Standards Agency (DVSA)’s Fleet Register and the trainer must also have attended and demonstrated satisfactory performance at an EST Ecodriving train-the-trainer course (TTT).

Approved Trainers may deliver training under the Scheme as a direct contractor, in which case the Approved Trainer has the obligations of the Training Supplier, and/or Approved Trainers may also be contracted or employed by driver training companies, in which case the driver training company is the Training Supplier that engages with the Scheme. Where an Approved Trainer also acts as a Training Supplier, they must sign the terms and conditions of the scheme as their own trading entity.

Training Suppliers may deliver driver training under the Scheme and claim a subsidy from EST for each driver trained upon the fulfilment of certain conditions. This document sets out the terms and conditions that govern the relationship between the Training Suppliers and EST, and, the delivery of the Scheme. Any Training Supplier delivering training under the Scheme must sign the final page of this document to confirm that they agree to be bound by these Terms and Conditions.

A. Scope of the Scheme

1. The Scheme only operates in England. Therefore,
 - (a) driver training undertaken as part of the Scheme (“Driver Training”) must take place in England in order to qualify for a Subsidy Payment; and,
 - (b) the Scheme is only available for drivers whose home or work address is in England.
2. All Driver Training must take place in vehicles that:
 - (a) are cars (EU category M1 vehicles) or light duty commercial vehicles not exceeding 3,500kg (EU Category N1 vehicles);or

- (b) are alternatively fuelled light commercial vehicles up to 4.25 tonnes, that can be driven by Category B licence holders under the derogation covered by the 2018 Motor Vehicles (Driving Licences) (Amendment) Regulations 2018.
3. All training under the scheme must be in vehicles that have a means of measuring trip-average fuel or energy consumption. In most cases this will be measured in miles per gallon (“MPG”). For pure electric vehicles, the measurement would usually be in kilowatt hours per kilometre (kWh/km).
 4. The scheme is available for vehicles powered by petrol, diesel, electric, hybrid, and other fuel types, and for vehicles with either manual or automatic transmission.
 5. The Scheme is only for training drivers that hold a full driving licence that allows them to drive on public roads in the UK. The scheme is **not** available to train holders of provisional licences.
 6. The Scheme must **not** be used for drivers who are being trained or tested or undergoing familiarisation with a new vehicle type.
 7. The Scheme only covers Driver Training undertaken on public roads, unless otherwise agreed in advance by EST in writing.
 8. Driver Training under the Scheme is only available for organisations. The Scheme is primarily for organisations’ own staff but EST will consider applications by organisations to train drivers that are not their staff, for example a local authority wishing to offer training to local residents, or a college wishing to offer training to its students. The Scheme may not be used to provide Driver Training for private individuals.
 9. The Scheme relies on a grant from the United Kingdom Department for Transport (“DfT”) and is currently approved by the DfT to:
 - (a) run until 31 March 2020; and,
 - (b) provide a subsidy of £25 total (including VAT) per driver trained in (non plug-in hybrid) petrol or diesel vehicles.
 - (c) provide a subsidy of £50 total (including VAT) per driver trained in pure electric (EV) or plug-in hybrid vehicles for drivers from private sector organisations
 - (d) provide a subsidy of £100 total (including VAT) per driver trained in pure electric or plug-in hybrid vehicles for drivers from public sector organisations; registered charities; or not-for-profit organisations, defined as organisations with company statutes that forbid the distribution of any profits to directors, owners or shareholders. This higher (£100 total per driver) level of subsidy is only available if the training is provided free-of-charge to the client.

10. The scheme currently has confirmed funding to subsidised training for a maximum of 5,000 drivers of conventional petrol or diesel vehicles and 1,000 drivers of pure electric or plug-in hybrid vehicles. This limit on the number of drivers may be increased or reduced by EST before 31 March 2020.
11. The Scheme is not available for training that will also be funded, directly or indirectly, by any other source of Government funding, unless EST agrees and confirms in writing an exception to this condition. This includes situations in which the additional funding originates from Government but is distributed, awarded or allocated by a third party.
12. There is currently no authority to provide Driver Training after 31 March 2020.
13. A driver can be retrained under the Scheme only if at least 12 months has passed since the last time that driver was trained under the Scheme.

B. Eligibility to Supply Driver Training

1. All Driver Training provided under the Scheme must be provided by Training Suppliers that have read, understood and signed to confirm that they agree to be bound by these terms and conditions.
2. All Driver Training must be delivered by Approved Trainers that are on EST's Register of Ecodriving Trainers (the "Register"). To be included in this Register a trainer must:
 - (a) have attended and demonstrated satisfactory performance at an Energy Saving Trust Ecodriving Train-the-Trainer course. See section D for further details and requirements concerning Train the Trainer courses, and,
 - (b) be or have been listed on the Driver and Vehicle Standards Agency's ("DVSA") Register of Fleet Driver Trainers, or be a recognised Emergency Response Driver Trainer (ERDT).

C. Format & Provision of Ecodriving Training

1. Each driver's ecodriving training must last a minimum of 60 minutes for (non plug-in hybrid) petrol or diesel vehicles and a minimum of 90 minutes for electric or plug-in hybrid vehicles.
2. Driver Training delivered under the Scheme must always include two identical drives on public roads, each of at least 15 minutes, with MPG or energy consumption measured for both drives. For electric and plug-in hybrid vehicles each of these two drives must be at least 20 minutes. The first drive must be before ecodriving tuition, and the second after or with ecodriving tuition. The MPG or energy consumption figures must be available immediately after each drive and must be shared and discussed with the driver/trainee.
3. Further details of the requirements for the format, delivery and content of Driver Training under the Scheme are set out in Appendix 1 and Appendix 2 of this document (the current and definitive version of which can be found at www.energysavingtrust.org.uk/ecodriving). Driver Training delivered under the scheme must be fully compliant with the requirements set out in this appendix.
4. Each Training Supplier must either:
 - a. confirm to EST, by email or in writing, that all the training it intends to deliver under the Scheme will follow EST's standard format as described in Appendix 1; or,
 - b. submit to EST for approval, by email or in writing, a summary of each alternative training course that it wishes to deliver under the Scheme. This will be the case if a Training Supplier wishes to deliver Ecodriving as part of longer duration training. There is no proscribed format for these course summaries. EST reserves the right to approve or reject these alternative course formats at its discretion.
5. A Training Supplier must not train drivers under the Scheme with any training course other than EST's standard format of Ecodriving training until the Training Supplier has received email confirmation from EST that it accepts that the alternative training course as eligible for funding under the Scheme.
6. Training Suppliers shall always act in a professional manner and shall provide Driver Training with reasonable care, skill and courtesy.
7. In addition to EST's intellectual property rights, Training Suppliers shall not bring, or be likely to bring, damage to EST's reputation.

8. Training Suppliers shall comply with all relevant laws, regulations and best practices when providing Driver Training.

D. Train-the-Trainer Courses & EST's Trainer Register

1. Prior to providing Driver Training, Approved Trainers shall be trained through EST Ecodriving Train-the-Trainer Courses ("TTTs"). The TTTs shall explain and demonstrate the format of Ecodriving training and the key messages that should be conveyed to drivers. Only Fleet Trainers that have attended and demonstrated satisfactory performance at such TTTs will be eligible to deliver driver training under the Scheme.
2. From April 2017 only EST has been approved to deliver TTTs. Approved Trainers that qualified through EST approved in-house TTTs prior to April 2017 will remain approved, subject to their compliance with all other aspects of these terms and conditions.
3. Fleet Trainers attending an Ecodriving TTT and demonstrating satisfactory performance shall be added to EST's Register of Ecodriving Trainers (and shall be referred to herein as "Approved Trainers") and shall, subject to the remainder of these terms and conditions, be approved to deliver Driver Training.
4. The determination of a satisfactory performance, as referred to in the foregoing clause, shall be in the sole and reasonable discretion of EST.
5. The Ecodriving Trainers referred to in the foregoing clause shall not be authorised to provide Driver Training until their name(s) appear on the Register of Ecodriving Trainers, available from ecodriving@est.org.uk or until EST has acknowledged by email such Ecodriving Trainers are authorised to provide Driver Training.
6. EST shall not be liable for time or expenses incurred by any person attending a TTT.
7. EST reserves the right to limit the number of TTT places available to any one Training Supplier.
8. EST will run TTTs periodically at various locations in England. The timing and location of the TTTs will be at EST's discretion.

E. Submitting Driver Training Results & Key Contact Details, Invoicing & Payment

1. For each driver that receives completed Driver Training from a Training Supplier in accordance with Appendix 2 or 3 (a "Trained Driver") and subject to these terms and conditions in full, that Training Supplier shall be eligible for a Subsidy Payment of £25

inc VAT, £50 inc VAT or £100 inc VAT depending on the type of vehicle in which training was delivered and the type of organisation receive the training – see “Scope of Scheme” for full details.

2. Subsidy Payments will only be paid for training for which the recipient organisation(s) have confirmed the key details of the training, by email directly from the recipient organisation(s) to EST, in the format shown in Appendix 6.
3. A Training Supplier must contact EST in order to obtain a purchase order (a “PO”) from EST before submitting an invoice and must quote the PO number on its invoices.
4. A Training Supplier must also contact EST before commencing training in any given month to obtain from EST an allocation reference number to cover the training that the supplier intends to undertake during that month. This reference number ensures EST has allocated funding to cover the Training Supplier’s expected training during the month.
5. Invoices for Subsidy Payments should normally be submitted at the end of each calendar month for training completed during that month. However the minimum invoice amount that EST will accept under the Scheme will normally be £250 inc. VAT, so if a Training Supplier’s invoice for a month would fall below that value the amounts should be carried forwards and invoiced in future months.
6. All invoices for Subsidy Payment must be accompanied by a Microsoft Excel document in the format shown in Appendix 2. This includes the following information, all of which must be completed in full:
 - a. A training summary for each driver for whom subsidy is being claimed, showing training date; location; organisation; driver name; trainer name; two average fuel consumption (usually MPG or kWh/km) results; and two average speed (MPH) results.
 - b. Worksheet 2: The name, email address and phone number for the key contact at each organisation shown in worksheet 1. These key contact details must be submitted each month for all organisation shown in worksheet 1 even if the same contact details have been submitted in previous months. EST shall not disclose these names or contact details to any other organisation other than the DfT.
 - c. The allocation reference number, issued by EST, covering the training, for which results are being submitted.
7. EST’s payment terms for invoices for Subsidy Payments are 45 days.

F. Allocating Funding

1. The availability of funding for Driver Training supplied by a Training Supplier will only be confirmed once EST has granted a Training Supplier an allocation of funding for the training in question.

2. Driver Training must not take place without a confirmed allocation of funding for the training in question. This must be prior to Driver Training being provided.
3. Funding allocations will cover training to be delivered in one calendar month: either the remainder of the calendar month in which the allocations is granted; or the month following the month in which the allocation is granted.
4. EST will aim to reply to allocation request by the following working, day, and will reply within five working days. If EST grants an allocation it will specify the date by which EST must receive the training results relating to the allocation. After this date the allocation will expire and the availability of funding for the organisation's training will no longer be guaranteed.

G. Communication with Clients

1. All drivers and key contacts at training recipient organisations shall be made aware of the following statement by the Training Supplier in a manner which ensures that both the Training Supplier and EST remain compliant in respect of the Data Protection Act 1998 ("DPA") and the General Data Protection Regulation (GDPR) in respect of personal data generated as a result of any matters arising from these terms and conditions. The obligation to ensure compliance of the Training Supplier and EST with the DPA and GDPR is independent of the additional obligation to make parties aware of the following statement:.

"In order to administer the Ecodriving Scheme, we need to process your personal data. This includes passing the data (including driver names and key contact names and contact details) to the Energy Saving Trust who will process it solely for the purposes of administering the Ecodriving Scheme. Their processing may include the passing on of data to the Department for Transport who may use it for analysis and reporting purposes.. EST's full Privacy Policy can be found at: <http://www.energysavingtrust.org.uk/privacy>"

2. Training Suppliers must clearly communicate to all organisations to which they intend or wish to provide Driver Training that the Driver Training is part-funded by EST's Ecodriving Scheme, which itself is funded by DfT.

H. Security and Data Protection (GDPR)

1. Legislation governing the handling of personal data has changed, and the General Data Protection Regulation (GDPR) has replaced the Data Protection Act 1998. As such, Training Suppliers must make any and all necessary changes to their arrangements and processes to comply fully with the GDPR. This includes meeting

the requirements shown in Appendix 5 “GDPR Compliance” of these Terms & Conditions.

I. Evaluation and Verification

1. All Training Suppliers must, upon request, allow and facilitate EST access to their management systems and records that demonstrate how Driver Training results are received, stored and used. These results include, but are not limited to, drivers' MPG or other fuel consumption results and MPH results.
2. EST's access to Training Suppliers' management systems and records as described above must be granted and facilitated within 5 working days of EST requesting such access in writing or by email.
3. If the management systems and/or records are or appear to be below what EST, at its sole discretion, deems to be an acceptable level, EST may ban a Training Supplier from any further participation in the Scheme and from any further payment under the Scheme, even for training that had already taken place before EST inspected the managements systems and /or records.
4. For each organisation receiving driver training, Training Suppliers will supply key contact details as described in Section E.
5. By participating in the Scheme, Training Suppliers agree that EST may contact any or all of their key contacts, at times and dates chosen by EST, in order to verify that training took place as claimed by the Training Supplier and that the training met the requirements of these terms and conditions. This verification may include but will not be limited to confirming:
 - The number of drivers trained.
 - Whether and how ecodriving was included in the training.
 - Whether trip-average fuel or energy consumption (usually MPG) was measured and recorded over two identical drives on public roads, with each drive lasting at least 15 minutes.
6. If the results of the verification phone calls and/or emails to a Training Supplier's clients fall below what EST, at its sole discretion, deems to be an acceptable level, EST may ban a Training Supplier from any further participation in the Scheme and from any further payment under the Scheme, even for training that had already taken place before the verification phone calls and/or emails were made.

J. Conduct; Complaints and Disciplinary Action

1. Training Suppliers shall be responsible for the behaviour of their Ecodriving Trainers (including contractors and employees) and any other contractors and employees involved in selling, organising or delivering Driver Training.
2. EST may investigate any complaint that it receives against a Training Supplier and/or an Ecodriving Trainer from any source.
3. EST may initiate its own complaint.
4. Where a complaint is upheld by EST, EST may, at its sole discretion, remove an Ecodriving Trainer from the Register of Approved Trainers, or ban a Training Supplier from any further participation in the Scheme and from any further payment under the Scheme, even for training that had already taken place before the complaint was upheld.

K. Marketing and Use of Logo and Names

3. EST shall provide Training Suppliers with a logo called the Ecodriving Brandmark (the “Brandmark”).
4. The Brandmark must only be used in accordance with EST’s “External Brandmarks Guidelines, Approved Ecodriving Training” which is available from www.energysavingtrust.org.uk/ecodriving
5. The Brandmark can only be used by a Training Supplier that has received training in accordance with these terms and conditions and must only be used to promote training that is eligible for Subsidy Payments under the Scheme.

L. Miscellaneous

1. Training Suppliers shall indemnify EST for any loss, including (but not limited to) indirect and consequential loss, loss of profit, reputation and/or goodwill, incurred by EST in connection with any breach of these terms and conditions.
2. In circumstances where the Training Suppliers suffer loss or damage arising out of or in relation to these terms and conditions, EST accepts no liability and will not reimburse the Training Supplier for any losses.
3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no person other than the Training Supplier and EST shall have any rights under it.
4. These terms and conditions and any dispute or claim arising out of or in connection with them or the Scheme shall be governed by and in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions and/or the Scheme

Acceptance of Terms and Conditions

All Training Suppliers wishing to participate in the Scheme must complete and sign the declaration below to confirm that they understand and accept these terms and conditions in full, including the appendices that follow. The signatory below must be a company Director or other person with authority to sign on behalf of the Training Supplier.

I confirm that I have read and accept in full these Ecodriving programme terms and conditions, including the associated appendices

Name of Signatory:

Position:

Signature:

for and on behalf of

Company name:

Date:

Appendix 1: Format of Ecodriving Training & Key Messages for Internal Combustion Engine Vehicles

Each driver's ecodriving training must last a minimum of 60 minutes. There is no maximum duration. Longer duration training may focus entirely on ecodriving training, or it may cover additional content e.g. aspects of safety training, as long as the additional content is covered in the additional time and does not encroach upon the minimum of 60 minutes spent on ecodriving.

Each trainer may train a maximum of eight drivers per day. There is no minimum number.

Each driver must drive two laps of an identical route on public roads, the first in his normal driving style and the second whilst being coached and adopting ecodriving techniques.

Discussion and two-way feedback is an integral part of the training, so the training should include a brief 'warm up' discussion before the driving begins and feedback sessions after both laps.

Trip-average fuel consumption (MPG) and trip-average speed (MPH) must be measured for each driver's first drive and each driver's second drive. The MPG and MPH figures must be available immediately after each drive as they form part of the discussion in the two feedback sessions.

All training delivered under the Scheme must include each of these five stages shown below, with each of the five stages lasting for at least the minimum duration stated.

Outline of Short-Duration Ecodriving Training

Introduction [Minimum 3 mins.] Explain the structure and objectives of the training. Check seating and mirrors etc. If appropriate, discuss the vehicle being used for training e.g. powertrain, engine, transmission, fuel type. Try to put the driver at ease.

First Drive [Minimum 15 mins.] Give directions but do not advise or comment on driving style unless this is necessary for reasons of safety. Assess the driver's driving style and the areas with the greatest potential for improvement. Lead a conversation to promote trust, put the driver at ease and get an understanding of the factors that interest and motivate him. Record trip average MPG and MPH at the end of the first drive and zero the trip computer ready for the second drive.

First Feedback Session [Minimum 5 mins.] With the car stationary and the engine off, ask the driver for his impressions of the first drive. Introduce the three core ecodriving tips: **Greater anticipation; use of gears especially of changing up at low revs when accelerating; and use of a 'trailing throttle' ie lifting off the accelerator early but remaining in gear when decelerating.** Discuss with the driver if he would like to focus particularly on any other tips. Give positive feedback to encourage the driver and to impart positive feelings towards ecodriving.

Second Drive [Minimum 15 mins.] The driver is coached in the three core tips plus any other techniques discussed in the first feedback session.

Second Feedback Session & Training Wrap-up [Minimum 5 mins.] Ask the driver to describe his experience of the training; encourage him to do so by asking open questions. Give short and positive feedback to the driver focussing on the improvements between the two drives. Discuss the MPG and MPH figures for both drives and the reasons for the improvement in MPG (if seen!), and highlight that MPH (average speed) for the second drive is usually no slower than for the first. If time allows and if the trainer considers that the driver could absorb further information without significantly compromising the driver's ability to remember and adopt the three core tips, discuss other ecodriving techniques especially the effects of speed, air conditioning and tyre pressures. Direct the driver to further sources of information. Finish by encouraging the driver to integrate ecodriving in to his every day driving and to consider more in-depth training in the future.

More information is given in EST's "Guidelines for Delivering Short-Duration Ecodriving Training", available from EST and which will be provided to all TSs participating in the Scheme. This training format will also be covered in detail during the TTTs.

Updates to this Appendix

This appendix may be updated periodically. The current and definitive version is available at <https://www.energysavingtrust.org.uk/transport/subsidised-ecodriving-training/information-training-providers>

Appendix 2: Format of Electric & Plug-in Hybrid Vehicle Training & Key Messages

Electric vehicle (EV) and plug-in hybrid vehicle (PHEV) driver training should in most cases combine product training to ensure drivers feel confident with the operation and charging of their vehicles, with ecodriving training to help them maximise efficiency and range. If you do not feel the product training aspect is necessary for a particular client, for example if their drivers are already familiar with their plug-in vehicles, then please contact ecodriving@est.org.uk in advance. Otherwise please follow the requirements below. The Energy Saving Trust will not pay a subsidy for EV or PHEV training that does not meet all of the requirements below unless written prior approval has been obtained for any deviation.

Training in electric vehicles (EVs) or plug-in hybrid vehicles (PHEVs) must last a **minimum of 1.5 hours per driver**. There is no maximum duration. Longer duration training may use the extra time to include additional content e.g. aspects of safety training.

Each trainer may train a **maximum of 4 drivers per day**. There is no minimum number.

The **trainer must be familiar with the specific make and model of vehicle** before the training begins.

Training must **include an introduction to the vehicle's controls, modes and displays**. This should include, if applicable, how to vary the level of regenerative braking and an explanation of any eco or energy saving modes such as those that limit acceleration, top speed, or use of ancillary power. For PHEVs, the discussion of modes should also include an explanation of when the vehicle uses only electric, only ICE or hybrid power, and the fact that financial and environmental benefits will only be achieved when PHEVs are regularly plugged-in.

Training should include how to charge the vehicle, with a practical demonstration and discussion of different charging options if possible.

Each driver must drive two circuits of an identical route on public roads, the first in his normal driving style and the second whilst being coached and adopting ecodriving or range-extending driving techniques. **Each of these two drives must last at least 20 minutes**.

Discussion and two-way feedback is an integral part of the training, so the training must include feedback sessions after each drive with the vehicle stationary. During the first of these feedback sessions the trainer should introduce the core EV & PHEV **range extending techniques of greater anticipation; maximising the use regenerative braking; and avoiding excessive speed**.

Data Requirements for Electric Vehicles

For pure electric vehicles, trip-average energy consumption (kWh/km, kWh/mile or other suitable units) and trip-average speed (MPH) must be measured for each of the two drives. Each driver's energy consumption and average speed figures must be submitted to

EST and must also be available immediately after each drive as they form part of the discussion in the two feedback sessions.

Data Requirements for Plug-in Hybrid Vehicles

For plug-in hybrid vehicles, **trip average fuel consumption (MPG) and trip-average speed (MPH) must be measured for each of the two drives.**

Where possible (and this will be the case for most PHEVs) **trip-average energy consumption** (kWh/km, kWh/mile or other suitable units) should also be measured.

Where possible, the two measured drives should be conducted in Charge Holding (also called Charged Sustaining) mode. This holds the battery at a constant state of charge, which allows for a meaningful comparison of MPG results. NB. Although the two measured drives should be conducted in Charge Holding mode if available, the rest of the training should include a mixture of all PHEV modes to ensure the driver understands how and when a PHEV uses the different modes.

Each driver's MPG and if applicable, energy consumption and average speed figures, must be submitted to EST and must also be available immediately after each drive as they form part of the discussion in the two feedback sessions. The results submitted to EST should also indicate whether or not Charge Holding mode was used.

Updates to this Appendix

This appendix may be updated periodically. The current and definitive version is available at <https://www.energysavingtrust.org.uk/transport/subsidised-ecodriving-training/information-training-providers>

Appendix 3: Format for Driver Training Results for Petrol & Diesel Vehicles

Training Suppliers must submit training results and key contact details using the pro-formal Excel file shown below. This information must be supplied with each invoice. The Excel file is available from ecodriving@est.org.uk

energy saving trust Ecodriving Training Results												MPG		MPH		% Decrease Fuel Consumption
No.	Allocation Reference Number	Training Date	Training Supplier	Fleet Trainer	Client Organisation	Key Contact Name	Key Contact Email	Key Contact Phone Number 1	Key Contact Phone Number 2 (optional)	Training Location	Driver	1st Drive	2nd Drive	1st Drive	2nd Drive	
Example MPG and MPH data. For "% Decrease Fuel Consumption" please copy the formula in to the cells below as required												20.0	30.0	15.0	15.5	33.3%
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NB: Percentage change in fuel consumption is calculated by: $(MPG2 - MPG1) / MPG2 \times 100$

This appendix may be updated periodically. The current and definitive version is available at <https://www.energysavingtrust.org.uk/transport/subsidised-ecodriving-training/information-training-providers>

Appendix 4: Format for Driver Training Results for Electric and Plug-in Hybrid Vehicles

Training Suppliers must submit training results and key contact details using the pro-formal Excel file shown below. This information must be supplied with each invoice. The Excel file is available from ecodriving@est.org.uk

The screenshot shows an Excel spreadsheet with the following structure:

No.	Allocation Reference Number	Training Date	Training Supplier	Fleet Trainer	Client Organisation	Key Contact Name	Key Contact Email	Key Contact Phone Number 1	Key Contact Phone Number 2 (optional)	Training Location	Driver	EV or PHEV?	PHEV only			Battery Energy Consumption (Mandatory for EV, Requested for PHEV)			MPH		Leave
													MPG 1	MPG 2	Charge Holding Mode used?	Units	Drive 1	Drive 1	MPH 1	MPH 2	
1												Example date: PHEV	20.0	30.0	Yes	kWh/mile	4.6	4.6	15.0	15.5	
2																					
3																					
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Appendix 5: GDPR Compliance

1. All Data conveyed by a Training Supplier to EST as part of the Scheme shall belong to EST.
2. A Training Supplier shall only use Data in connection with the provision of the Services and shall comply at all times with all reasonable directions or guidelines given or issued by EST from time to time in relation to the processing of Data.
3. The Training Supplier shall at all times comply with and shall not do or omit to do anything that might put EST in breach of the General Data Protection Regulation (GDPR) and any other applicable data protection legislation in force from time to time.
4. For the purposes of the Data Protection Legislation, EST and the Training Supplier agree that EST shall be the Controller and the Training Supplier shall be the Processor of any Personal Data Processed by the Training Supplier of which EST is the Controller ("EST Personal Data") pursuant to this Agreement.
5. EST has defined that the following categories of EST Personal Data will be collected and processed by the Training Supplier under this Agreement:
 - Driver first and surname;
 - Organisation name
 - Organisation address
 - Telephone number (for the key contact at each organisation receiving driver training, not for each driver).
 - Email address (for the key contact at each organisation receiving driver training, not for each driver).
6. Whilst acting as Data Processor, the Training Supplier undertakes:
 - to Process the EST Personal Data strictly in accordance with this Agreement, EST's instructions from time to time and the Data Protection Legislation and notify EST immediately if it considers that any of EST's instructions infringe the Data Protection Legislation. If Applicable Law requires the Training Supplier to Process the EST Personal Data other than in accordance with EST's instructions, to notify EST of any such requirement before Processing the EST Personal Data (unless Applicable Law prohibits such information on important grounds of public interest);

- to put in place appropriate technical and organisational measures to ensure appropriate security of the EST Personal Data and safeguard against any unauthorised and unlawful Processing of, and against accidental loss or destruction of, or damage to, the EST Personal Data, all to the reasonable satisfaction of EST. Such measures shall include, but are not limited to:
 - a. appropriate measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems and services;
 - b. appropriate measures to restore the availability and access to the EST Personal Data in a timely manner in the event of a physical or technical incident; and
 - c. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the EST Personal Data;
 - d. document its implementation of technical and organisational measures in accordance with the requirements of the Data Protection Legislation and Section H, 7a);
 - e. to notify EST immediately (and in any event within two hours) of any breach of the security measures required to be put in place by the Supplier pursuant to Section H, 7a), a Data Loss Event and / or any breach of the Data Protection Legislation by the Supplier, its sub-processors or sub-contractors or employees. In the event that any EST Personal Data is lost, stolen or subjected to unauthorised access or becomes damaged, corrupted, destroyed or unusable, the Training Supplier shall restore such EST Personal Data promptly at its own expense;
 - f. maintain records of all activities carried out by the Training Supplier in relation to the EST Personal Data. Such records shall be in the form prescribed and contain the information described in the Data Protection Legislation;
 - g. not to disclose or allow access to the EST Personal Data to any Data Subject or third party other than at the explicit request of EST or as may be specifically provided for in this Agreement;
 - h. not engage any sub-processors or sub-contractors to perform the obligations imposed on the DTC under this Agreement without the prior written approval of EST and, where EST's prior written approval is given, ensure that such sub-processors or sub-contractors are subject to written contractual obligations concerning the EST Personal Data which are no less onerous than those imposed on the DTC under this Agreement, such

written contract to be entered into before any EST Personal Data is passed to the sub-processor or sub-contractor;

- i. that any of its employees who will have access to the EST Personal Data have undergone data protection training and are aware of their obligations under the Data Protection Legislation, including but not limited to, a duty of confidentiality in respect of the EST Personal Data;
 - j. to assist EST with all requests which may be received from Data Subjects in relation to the EST Personal Data under the Data Protection Legislation and to notify EST of any such request within two working days of receipt;
 - k. to provide EST with such information as EST may require to satisfy itself that the Training Supplier is complying with its obligations under the Data Protection Legislation, including contributing to audits and inspections conducted by EST or a third party appointed by EST under Section 1, 2;
 - l. to notify EST immediately (and in any event within two hours) if it receives a complaint, notice or any other communication concerning the Training Supplier's processing of the EST Personal Data;
 - m. to assist EST with any notifications to the Information Commissioner's Office or Data Subjects where required under the Data Protection Legislation;
 - n. to provide EST with such assistance as EST reasonably requires in relation to the carrying out of a Data Protection Impact Assessment relating to the Processing of the EST Personal Data, including where EST engages in a consultation with the Information Commissioner's Office in relation to the Processing of the EST Personal Data;
 - o. to restrict any Processing, return or delete the EST Personal Data immediately as directed by EST;
 - p. to indemnify and keep indemnified EST fully on demand against all losses arising from any breach by the Training Supplier or any sub-processors or third parties engaged by the Training Supplier, of this Section and/or as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Training Supplier unauthorised Processing, unlawful Processing, destruction of and/or damage to any EST Personal Data Processed by the Training Supplier, any sub-processors or sub-contractors or third parties engaged by the Training Supplier.
7. Subject to this document, on the expiry of the Scheme or earlier termination of this Agreement (howsoever caused), the Training Supplier will immediately:

8. cease Processing the EST Personal Data; and
9. at EST's option and at the DTC's sole cost and expense, either: (i) return to EST; or (ii) delete, all the EST Personal Data wherever and in whatever manner it is held or stored,
10. unless Applicable Law prevents the DTC from returning or destroying all or part of the EST Personal Data.
11. If and to the extent that the DTC is obliged to retain any EST Personal Data as a result of the DTC being deemed to be a Controller of that EST Personal Data and/or to comply with Applicable Law, the following provisions will apply:
12. the DTC may retain and not return or delete such EST Personal Data, only to the extent and only for as long as is legally necessary to hold such EST Personal Data in its capacity as Controller of that EST Personal Data and/or to comply with Applicable Law; and
13. the DTC will, following expiry or earlier termination of this Agreement, be a Controller in relation to such EST Personal Data retained by the DTC.
14. EST is entitled to appoint an auditor (whether internal or independent), to inspect the DTC's compliance with this Agreement and the Data Protection Legislation at any time during the Term provided that EST ensures that any such auditor: (i) has, in the view of EST, the necessary professional qualifications to conduct such an audit; and (ii) is bound by a duty of confidentiality in relation to the EST Personal Data.
15. For the purposes of this Clause, the terms "Controller", "Data Controller", "Data Processor", "Data Protection Impact Assessment", "Data Subject", "Information Commissioner's Office", "Personal Data", "Process" (including any derivatives thereof), "Processor", "Sensitive Personal Data", and "Special Categories of Personal Data" shall each have the same meaning as defined in the Data Protection Legislation.

This appendix may be updated periodically. The current and definitive version is available at <https://www.energysavingtrust.org.uk/transport/subsidised-ecodriving-training/information-training-providers>

EST Ecodriving Scheme Appendix 6: Client Confirmation Pro Forma

Confirmation of Receipt of Subsidised Ecodriving Training

NB Email confirmations using this template must be sent directly from the business email account of the contact named below, to ecodriving@est.org.uk

Organisation receiving ecodriving training	
Month covered by this confirmation	
Dates ecodriving training took place (specific dates or date range)	
Training location(s)	
Training supplier (driver training company or freelance driver trainer)	
Number of drivers that received petrol or diesel ecodriving training during the period stated above and from the supplier stated above	
Number of drivers that received EV or plug-in hybrid ecodriving training during the period stated above and from the supplier stated above	

I confirm the above details are correct to the best of my knowledge.

Name:

Job Title:

Organisation:

Phone Number:

Notes:

The Energy Saving Trust (EST) administers the Ecodriving Scheme on behalf of the Department for Transport. This declaration forms one of the requirements that must be met before EST will make subsidy payments to the ecodriving training supplier named above.

The Energy Saving Trust may contact you again to verify the veracity of this confirmation and/or for further information.