



Change Systems

FSA System

Overview

Within the range of services that Change offer the FSA plays an extremely important part. Because of the requirements of the FSA, systems form an integral part of our FSA programme.

The FSA require a dealership that is approved to adhere to a number of things. They must have all of their staff trained to a level of competence. They must then keep a record of that training and this must include personal details – name, position etc. This must also include a CPD – or Continual Programme of Development. In simple terms this would detail what training they have had – and what scheduled plan there is for future training. A dealership must also keep certain records of products sold by the dealership and each person for reporting to the FSA on a six-monthly and annual basis.

In line with this Change have developed an online system that has the following three sections:

- Delegate Tracking System
 - This is a training management system. A dealership group can add details of any dealerships that they have. This can include the name, location, address, and telephone number etc of those dealerships. The system allows up to three-tiers of company and can therefore handle group structures including head office and territories, regions or areas.
 - Within each dealership all employees can be added giving certain people a higher level of access – for example a manager can access records of their employees.
 - Within each delegate record details of any training completed can be added which starts to create a CPD. Forward planning for training course to be attended can be included.
 - Attachments can be added to employees (delegates) records including CV's course reports and exam papers.

- Product Tracking System
 - This allows products that are sold by a dealership to be added to that dealership record.
 - After identifying the administrator and insurance company for each product these products are added to the dealership records and then when sales people sell these the records can be added to the person.
 - This allows a dealership to track what is being sold and by whom.



- Online Training system
 - The facility allows Change to add a number of training courses that can then be completed online by delegates that have records within the system.
 - After a delegate has completed a course, a forward date is set for follow-up training. When that date is due the system makes the person aware by email that the follow-up date has been reached.
 - That person can then, through a password access, go on-line and complete the course – and therefore remain competent based on the FSA guidelines.
 - Their own delegate record is automatically updated when this happens.

This system therefore assists an approved dealership to remain compliant under the FSA guidelines.

FSA System Summary

The Change FSA System includes the following:

Delegate Tracking

The system allows a dealership to add their own details and the details of their employees.

There are three-tiers available so that dealership groups can add regions, territories or areas.

Access is granted at different levels allowing the required security – for example a group manager can access dealership records and a dealership manager can review employee records, employees can only access their own records.

Within each delegate record a Continual Programme of Development (CPD) can be established listing previous completed training and future booked training. Attachments such as CV's and course reports can also be added to a delegate record.

Product Tracking

The system allows a dealership to add details of any product that they sell. This includes the administrator of the product and the underwriter of the product.

When employees within the dealership sell products to customers the employee record can be updated to add details of each sale.



On-line Training

When the follow up training that is included in each delegates own CPD the system will automatically email that delegate explaining the required training and the timescales for completion.

That employee (delegate) can then use their own password to access the online training modules and complete these.

The system has pre-set pass rates – and any delegate failing a module will be excluded from completion of that module for 24-hours at which time they can re-take that module.

When every module is completed and the required pass marks have been attained a certificate is produced and their delegate record is updated with this information.



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Fee Structure

Option One – With Classroom based training (CBT)

Number of Users	0 – 12	13-24	25-36	
Standard Price:	£X	£X	£X	
Number of Users	37-48	49-60	61-72	73+
Standard Price:	£X	£X	£X	£X

Please see your local Partner for pricing

All prices are per delegate

Option Two – Without Classroom based training (CBT)

Number of Users	0 – 12	13-24	25-36	
Standard Price:	£X	£X	£X	
Number of Users	37-48	49-60	61-72	73+
Standard Price:	£X	£X	£X	£X

Please see your local Partner for pricing

All prices are per delegate

Payment Terms

- An invoice will be raised when a request to add a delegate to the system is made and the delegate will be added
- Payment terms are 7-days from invoice
- If the payment is not received within the payment terms the delegate will be denied access to the system
- VAT charged at the prevailing rate



Change Systems Terms and Conditions (1 of 2)

1. DEFINITIONS

Intellectual Property means the Know-How and all trade-marks (whether registered or unregistered), patents, patent applications, rights in a design (whether registered or unregistered), copyright and any other intellectual property rights in or relating to the System, and Documentation (defined below);
Know-How means all information, know-how, routine concepts, ideas, experience, processes, training, methods and any other technical and commercial information in or relating to the System, and/or the Documentation;
Licensor Data means any information, which is inputted into the System by the Licensor from time to time;
Licensee Data means any information, which is inputted into the System by the Licensee from time to time;
Rights means all the vested rights, contingent and future title and interest in the Intellectual Property whether such rights are in existence at the date of this Agreement or come into existence, or are of a nature or type, which come into existence, after the date of this Agreement.

2. GRANT OF LICENCE

2.1 Licensor grants Licensee a licence to access and use the System, and any accompanying on-line documentation ("Documentation") on the terms and conditions of this Agreement.
2.2 The System and Documentation shall be used by the Licensee solely for Licensee's own business purposes (the "Purpose"). The Licensee may upload Licensee Data to the System and view and make use of Licensee Data and Lender Data in connection with the Purpose only.
2.3 Upon signature of this Agreement, Licensor will establish Licensee as an authorised user of the System and thereafter Licensee may create individual and unique login identities and passwords to enable Licensee employees to access the relevant parts of the System which it is necessary for them to access in order to use the System in relation to the Purpose. It is the obligation of the Licensee to ensure that these login identities and passwords are not disclosed to third parties.

3. LICENSEE OBLIGATIONS

3.1 Licensee undertakes and agrees:
3.2 Not to use the System for purposes other than the Purpose;
3.3 To allow Licensor to inspect and make modifications to the System, and any Documentation at all convenient times during the course of this Agreement;
3.4 Except as expressly provided in this Agreement or as required to be permitted by law, not to use, copy, reproduce, dispose of, deal with, rent, lease, sub-licence, loan, modify, adapt, reverse engineer, de-compile or disassemble the whole or any part of the System, or any Documentation;
3.5 To take appropriate measures to safeguard the System, and any Documentation from access by any unauthorised person;
3.6 Not to incorporate the System (or any part thereof), or any Documentation or allow the same to be incorporated in any other system, site or documentation;
3.7 Except as expressly provided in this Agreement or as required to be permitted by law, not to download the System (or any part thereof) and not to make copies of it (or any part thereof), without the prior written consent of Licensor;
3.8 To only use the Required Hardware and the Required Software to access the System.

4. PROVISION OF DATA

4.1 Licensee shall be jointly responsible for collating, and inputting onto the System all Licensee Data.
4.2 The content, accuracy and legality of the Licensee Data is the sole responsibility of Licensee and Licensee shall be solely responsible for any false, misleading, inaccurate, infringing or other actionable material contained or referred to therein.
4.3 Licensee shall at its own expense obtain all necessary licences, permits, certificates, registrations and consents required in respect of Licensee's use of the System and the Licensee Data in accordance with this Agreement.
4.4 Licensee agrees to indemnify and keep indemnified Licensor from and against any and all liability, damages, losses, claims (including reasonable legal fees) arising in any way (whether directly or indirectly) from any Licensee Data inputted onto the System by Licensee including but not limited to any reliance upon the Licensee Data.
4.5 Licensee acknowledges that Licensee Data are stored on its behalf and at its request by Licensor as a data processor (as defined by the Data Protection Act 1998) and Licensor agrees to abide by all instructions given by Licensee in respect of the Licensee Data. Licensee shall ensure that it complies with all of the provisions of the Data Protection Act 1998 and acknowledges that it alone is responsible for all subject access requests made under that Act in respect of any Licensee Data.

5. PROPRIETARY RIGHTS

5.1 Title and Intellectual Property in the System, any Documentation and the Rights in them are and shall remain the property of Licensor.
5.2 Licensee shall notify Licensor immediately if it becomes aware of any unauthorised use of the System, and/or Documentation.
5.3 The Licensee shall permit the Licensor to use the Licensee's business name and logo's (and any associated trademarks) on the System to brand pages for the Licensee's use and to assist the promotion of the System to potential users.

6. SITE SUPPORT

6.1 Licensor may grant such access to the System, and/or any data contained within it to any of its employees, contractors and representatives as may be required by Licensor from time to time. Licensor shall maintain a generic login identity and password for this purpose.
6.2 During the term of this Agreement, Licensor shall provide to Licensee the Support Services specified below for the System.
6.3 System Maintenance
Licensor will use reasonable efforts to correct, as soon as reasonably practicable, any error notified to it in writing by Licensee that causes a significant and material deviation from the functional specification.
6.4 System Upgrades and Updates
Licensor may, in its sole discretion, provide periodic updates to the System that incorporate new enhancements and/or technical improvements. Such updates will be available on the terms set out in this Agreement and shall be part of the System.
6.5 Electronic and Telephone Facilities
Licensor will make available to Licensee reasonable electronic help and telephone help facilities to assist Licensee in the utilisation of the System during Licensor's normal business hours. In the event that Licensor deems the telephone consultation required by Licensee to be unreasonable, then Licensor shall notify Licensee of the terms and conditions under which such additional consultation may be provided.
6.6 Data Maintenance
The Licensee is expected to ensure that data required to be inputted into the System will be kept up to date and that the parameters used are designed to contribute to the efficiency of the system as a whole.

7. PAYMENT

7.1 Any charges or fees payable by Licensee hereunder including the Monthly Licence Fee shall be paid within 30 days after the receipt by Licensee of Licensor's invoice.
7.2 If any sum payable under this Agreement is not paid within 7 days after the due date then (without prejudice to Licensor's other rights and remedies) Licensor reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 3 per cent above the base rate from time to time in force compounded quarterly. Licensee shall pay such interest on demand.
7.3 Licensor may increase the Monthly Licence Fees payable under this Agreement by giving to Licensee not less than 90 days prior notice in writing. Any such increased Licence Fees shall apply to the next payment due under this Agreement from Licensee upon expiry of the said 90-day notice period.
7.4 Licensee shall also pay Licensor for any additional work at Licensor's then current standard rates along with any out of pocket expenses reasonably incurred or as a result of neglect, abuse or misuse of the System by Licensee; use by Licensee of software or hardware not supported by the System; or Licensee's failure to comply entirely with its responsibilities and obligations under this Agreement.



Change Systems Terms and Conditions (2 of 2)

8. LIMITED WARRANTY

8.1 Licensor does not warrant that the operation of the System will be uninterrupted or error free, that the System will be accessible at any given time or that all errors will be remedied. Licensor shall use its reasonable endeavors to correct any faults with the System at no charge to the Licensee.

8.2 Licensor does not warrant that the System will be compatible with any computer hardware or software, other than the Required Hardware and the Required Software, used by Licensee from time to time or that the performance of the System will be unaffected by any such incompatibility.

8.3 Licensor does not Licence the System, the Licensor Data or any Documentation subject to any condition warranty or representation and all terms, conditions, warranties and representations expressed or implied (other than those which cannot be excluded by statute) as to the state, satisfactory quality, description or fitness for purpose of the System, Licensor Data and Documentation are expressly excluded.

9. IMITATION OF LIABILITY

9.1 Licensee acknowledges that the Internet is not a secure environment and that it is not possible for either party to guarantee the integrity or security of any Licensee Data stored on the System.

9.2 Licensor shall not be liable to Licensee for loss of any Licensee Data uploaded on to the System upon which the Licensee relies.

9.3 Licensor's entire liability to Licensee arising under any claim or series of connected claims in contract, tort, strict liability or otherwise, shall not exceed the amounts received by Licensor from Licensee under this Agreement.

9.4 Licensor shall not be liable to Licensee for indirect, special or consequential damages or any loss of business, profits or anticipated savings (whether arising directly or indirectly from any action or inaction of either party).

10. TERM AND TERMINATION

10.1 This Agreement shall commence on 'Commencement Date' and shall continue for the Initial Licence Term specified on the Cover Page unless earlier terminated in accordance with this Agreement. Upon expiry of the Initial Licence Term, this Agreement shall automatically continue until terminated in accordance with this Agreement.

10.2 Both parties may terminate this Agreement by giving the other 60 days written notice to expire on or after the end of the Initial Licence Term.

10.3 Licensor may terminate this Agreement forthwith on giving notice in writing to Licensee if Licensee commits any material breach of any term of this Agreement; or Licensee shall have a receiver, administrator or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up or a court of competent jurisdiction shall make an order to that effect or if Licensee shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.

10.4 Forthwith upon the termination of this Agreement the Licence shall terminate and Licensee shall return to Licensor any Documentation and all copies thereof.

10.5 Termination shall not affect any accrued rights or liabilities of either party nor shall it prejudice any provision of this agreement, which is expressed to remain in effect after termination.

10.6 f an event occurs which entitles Licensor to terminate this Agreement, Licensor may, without prejudice to its other rights and remedies, suspend Licensee's access to the System for such time as Licensor may deem appropriate in its absolute discretion.

11. CONFIDENTIALITY

11.1 Licensee undertakes to treat as confidential and keep secret and not to disclose to any third party all information contained or embodied in the System, and Documentation including all Know-How, Licensor Data which comes into Licensee's possession other than any such information which was rightfully in the possession of Licensee prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

11.3 Licensor undertakes to use reasonable endeavors to treat as confidential and keep secret and not to disclose to any third party (except to Licensor's employees) all information contained or embodied in Licensee Data other than any such information which was rightfully in the possession of Licensor prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

11.4 Each party shall promptly notify the other if it becomes aware of any breach of confidence and shall give the other party all reasonable assistance in connection with any proceedings, which that party may institute against such person for breach of confidence.

11.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Licence or this Agreement.

12. TRAINING

12.1 Licensor shall provide training in the use of the System for the staff of Licensee.

13. MISCELLANEOUS

13.1 Licensee shall not assign, sub-licence or otherwise transfer this Agreement or the Licence without the prior written consent of Licensor.

13.2 Neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

13.3 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party.

13.4 Notices given under this Agreement must be in writing and may be delivered personally, by first class post or fax to the address of the recipient set out in the Schedule.

13.5 f any term or provision of this Agreement shall be held illegal or unenforceable in whole or in part, such term or provision or part shall be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

13.6 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. Notwithstanding this Clause 13.6, nothing in this Agreement is intended or shall operate as an exclusion of liability for any fraudulent act or willful default of either party.

13.7 This Agreement shall be governed by English law and shall be subject to the jurisdiction of the English Courts.