

CADUK Standard Terms and Conditions for the Provision of all Regulated Competence Assessment Qualifications (NVQs)

Please read these Terms and Conditions carefully. They apply to you whether you are the representative of an organisation or an individual who is seeking to undertake a Regulated competence assessment qualification with CADUK.

Introduction

The Competence Assessment & Development Centre UK Ltd is an approved Awarding Body assessment centre with Edexcel, Pearson, SQA and City and Guilds. We provide NVQs at Levels 2 to 7 in Construction Operative, Supervisory and Management, Plant Operations, Controlling Lifting Operations, Learning and Development, Assessment & Verification and Health & Safety.

1.General

- 1.1** The Competence Assessment & Development Centre UK Ltd (hereafter called CADUK) terms of trade and conditions are contained herein. Quotations are made and orders accepted subject to these Terms and Conditions. If any document placing an order on CADUK includes or refers to other terms or conditions of contract, then these shall not apply unless agreed in writing by CADUK. No addition to or variation of these conditions will bind CADUK, unless it is specifically agreed in writing signed by an authorised officer of CADUK.
- 1.2** These Terms and Conditions are between CADUK and the individual, company or other commercial body (hereafter called The Client).
- 1.3** These Terms and Conditions will form the basis of all contracts with CADUK, unless otherwise specified in writing by CADUK. By making any formal agreement for services you are confirming that you are authorised to do so and agree to these terms and conditions.
- 1.4** CADUK reserves the right to vary these terms and conditions at any time and without notice the latest version of which will be available via CADUK web site www.caduk.co.uk/terms.pdf or at the request of The Client.
- 1.5** Should any information or data supplied to CADUK for the provision of a price quotation or other agreement prove to be insufficient or inaccurate, CADUK reserves the right to amend or cancel the quotation or other agreement. Should any such information come to light during or after the delivery of the service required, CADUK reserves the right to amend the quotation or related invoice.
- 1.6** Unless otherwise indicated, written quotations are valid for 30 days and include VAT at the prevailing rate. The Company reserves the right to vary any of its prices on individual qualifications at any time. These prices will be displayed on our website.

2.Settlement Terms

2.1 Unless otherwise specified in the quotation or other agreement, invoices for services are to be paid in full before work commences.

3.Cancellation and Postponement

3.1 CADUK accepts confirmation of the services by telecom, email or purchase order. Once confirmed by any of these methods the booking is firm.

3.2 Should any information or data supplied to CADUK for the provision of a Service prove to be insufficient or inaccurate, CADUK reserves the right to amend or cancel the agreement. Should any such information come to light during or after the delivery of the service required, CADUK reserves the right to cease support, amend or cancel the agreement. Once payment has been made, the client has the statutory 14 days to request a refund. Refunds are subject to any prior registration fees and administrative costs.

4. Provision of the Service and Provider's Obligations

4.1 CADUK agrees to provide a Service, subject to these Conditions to the Client for the purposes of supporting the Learner throughout the Assessment Process.

4.2 In respect of our online, interactive learners the start date of the provision of the Service shall commence when access to their individual online CADUK ePortfolio folder has been provided. In respect of our onsite assessment the learners the start date of the provision of service will be when we have formally accepted them on to their individual programme via email and have received full payment. The failure of the Provider to provide all or part of the Service on the due dates shall not entitle the Client to treat the Contract as repudiated.

4.3 The online interactive assessment process is an ongoing formative assessment activity, which heavily relies on the learner being motivated towards their achievement. CADUK will provide the Service according to individual needs. Right from induction it will be made clear to the learner that it is **their** individual responsibility to take ownership of the assessment process and request support from the Provider and their representatives. Support however cannot be provided indefinitely so once you have been accepted onto an agreed qualification the Service will be for 1 full calendar year. If the learner feels that they need to take a break from the qualification due to reasons beyond their control, they will need to inform CADUK by email at the earliest opportunity and CADUK may negotiate extra time to complete depending on individual needs and circumstances.

4.4 The on-site assessment process is a far more assessor driven process. Following initial assessment, the assessor will visit the learner's workplace or other suitable venue to carry the assessment. It is the responsibility of the learner to ensure that they are sufficiently prepared for the assessment. The assumption would be that the assessor will leave the workplace having made an assessment decision that would allow CADUK to request a certificate of achievement from the Awarding Body. If, however the assessor is not able to make the assessment decision due to the learner's poor preparation for the assessment or the assessment is not able to be completed due to workplace constraints additional fees will be incurred for a repeat assessment visit.

4.5 In the unlikely event that CADUK fails in the opinion of the client to provide the Client with sufficient support, this shall not entitle the Client to treat the Contract as repudiated.

4.6 The Provider shall, on the successful Enrolment of the Learner:

4.6.1 provide to the Learner, or to the Client on the Learner' behalf, the electronic or hard-copy documents for the relevant NVQ identified by the Learners Profiling Process;

4.6.2 arrange the initial induction between the Learner and the Centre Co-ordinator where the standards and requirements of the Client and the NVQ Assessment Process are set out to the Learner which are required for the Learner to achieve the relevant competence level;

4.6.3 allocate an Assessor to the Learner to assist in the Learners assessment and qualification through the Assessment Process when the basic requirements of the initial induction have been met. This will usually mean that the learner has completed one full unit ready for assessment. The Provider will then provide ongoing online and other interactive Support as required by the learner.

5. Client's Obligations

5.1 The Client agrees and accepts that:

5.1.1 they are responsible for the accuracy of the Learner's information provided in the Learner Initial Profiling Form and that such information provided is complete, correct and accurate in all material respects;

5.1.2 that the information provided by the Learner, or by the Client on the Learner's behalf, is used by the Provider for the purposes of assessing the Learner's suitability for the NVQ to be undertaken;

5.1.3 The Provider may be required to contact the Learner's employer during the NVQ Assessment for the purposes of the Assessment Process;

5.1.5 The provider has the right to allocate an alternative Assessor to the Learner at any time during the Contract.

5.2 The provider may from time to time make changes in the specification of the Service which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality of the Service or where the provider determines that an alternative Service of equal value and quality should be supplied.

6. Learner Support

6.1 CADUK will provide the Learner with ongoing support and advice throughout the Assessment Process and the duration of the Contract at the request of the learner.

6.1.1 CADUK administrative and assessment staff are electronically notified of activity occurring on the units within the learner's ePortfolio folder. Assessment and support however will not be provided until the learner has formally submitted their unit(s)/work for review and has requested feedback from the assessor. The interactive mediums for support shall be limited to:

6.1.2 Telecom, email, Skype, WhatsApp, Remote Desktop Support software and interactive electronic communication via the CADUK ePortfolio system.

6.2 The Provider will use reasonable skill and care in providing any Support to the Learner and will use its reasonable endeavours to ensure that the Support is available to the Learner when required.

6.3 The Client/Learner acknowledges and accepts:

6.3.1 that periods of downtime may be required in respect of the online interactive support provided to the Learner and the online Support may not be available during these periods;

6.4 CADUK does not accept any liability to the Client or the Learner for any delay in providing the Support to the Learner. CADUK cannot guarantee uninterrupted availability of the Support, and excludes all other warranties, express or implied, as to the performance of the Support, except as expressly stated in the Conditions.

6.5 CADUK cannot guarantee that the Support provided by the Assessor or by a representative of the Provider will resolve the issues that the Learner is experiencing.

7. Third Party Clients

7.1 In respect of our 3rd party Clients i.e. those who have approached another Training Provider for an assessment service and are using CADUK as their approved centre for Certification and Quality Assurance purposes, CADUK accept no responsibility for the overall outcome of the assessment process. All Complaints about the assessment process should be directed to the organisation that took the initial payment for the assessment service.

7.2 Those providers who choose to use CADUK as their assessment centre for Registration , Certification and Quality Assurance purposes do so at their own risk. Should any information or data supplied to CADUK for the provision of a Service prove to be insufficient or inaccurate, CADUK reserves the right to amend or cancel any verbal or signed agreement. Should any such information come to light during or after the delivery of the service required, CADUK reserves the right to cease support, amend or cancel the agreement. Once payment has been made to CADUK for their services there are no refunds.

7.3 Any 3rd party assessor using the CADUK ePortfolio system agrees not to replicate, copy or use any part of the CADUK materials or software for their own commercial benefit or the benefit of another party without prior written permission by CADUK. All 3rd party users of the CADUK ePortfolio system also agree not to make any attempts to attack or infect the infrastructure or operation of the ePortfolio system by way of viruses, keyloggers, spyware, ransomware, denial of service attacks or similar. Any user that breaches this agreement will be subject to legal proceedings and be liable for damages by way of monetary compensation to CADUK.

7.4 Any 3rd party user agrees to take reasonable steps to protect the CADUK ePortfolio system, i.e. has appropriate antivirus software installed on their access device and will not share their ePortfolio login credentials with any other party. Any user that breaches this agreement will be subject to legal proceedings and be liable for damages by way of monetary compensation to CADUK.

8. Customer Care/Complaints

17.1 In the event that the Client, or the Learner, is not satisfied with the quality of the Service provided under the Contract they should complete the Complaints form that can be found on the CADUK Web site www.caduk.co.uk

7.2 In the event that the Provider feels the need to withdraw support because of the lack of learner progress the Provider will assume that the Client has been happy with the overall support because no complaint about the quality of service has been made. If there is a dispute between the Client or the Learner and the Provider in terms to the quality of the Service delivered, no right of set-off or deduction will thereby apply to the Service or any future or past Service.

8. Health & Safety

8.1 The Client shall use their best endeavours to ensure that any premises in which CADUK employees, servants or agents may have to work are safe and without risk to them. All known risks must be clearly identified and marked by The Client.

8.2 The Client is solely responsible for ensuring all relevant insurance policies are in place and current for any event taking place on The Client's site. CADUK reserves the right request evidence of insurance cover.

9. Data Protection and Privacy

9.1 Any information disclosed to us either directly through the assessment process or through the providers web site, by whatever means will only be collected, stored or processed in accordance with the requirements of the business between CADUK and The Client and as set on in our Data Protection Policy.

10. CADUK Web Site Access and Use

10.1 Use of CADUK's web site www.caduk.co.uk includes viewing the website, and transferring to links provided on the website. The copyright of the material contained on CADUK's web site belongs to CADUK.

10.2 By using CADUK's website you agree not to access, monitor or copy information for your own commercial benefit or the benefit of another party or to use any data mining, robots, spiders, scrapers or other automated data gathering and extraction tools, without prior written permission. You also agree not to make any attempts to attack the infrastructure of the web site.

11. CADUK ePortfolio Access and Use

11.1 Any user of the online CADUK ePortfolio system agrees not to replicate, distribute, copy or use any part of the CADUK materials or software for their own commercial benefit or the benefit of another party without prior written permission by CADUK.

11.2 All users of the CADUK ePortfolio system agree not to make any attempts to attack or infect the infrastructure or operation of the ePortfolio system by way of viruses, keyloggers, spyware, ransomware, denial of service attacks or similar. Any user that breaches this agreement will be subject to legal proceedings and be liable for damages by way of monetary compensation to CADUK.

11.3 Any user of the CADUK ePortfolio system agrees to take reasonable steps to protect the CADUK ePortfolio system, i.e. has appropriate antivirus software installed on their access device and will not share their ePortfolio login credentials with any other party. Any user that breaches this agreement will be subject to legal proceedings and be liable for damages by way of monetary compensation to CADUK

12. Applicable Law

12.1 English law shall apply, and any dispute shall be settled by English courts. These Terms and Conditions do not affect any statutory rights available to The Client.