

## Standard Terms and Conditions for the Provision of all QCF NVQ Assessments

Please read these Terms and Conditions carefully. They apply to you whether you are an organisation, company or an individual who is seeking to undergo the QCF NVQ Assessment Process Personally.

### Introduction

The Competence Assessment & Development Centre UK Ltd is an approved awarding body QCF NVQ assessment centre with Edexcel, Pearson, SQA and City and Guilds. We provide NVQs at Levels 1 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](http://www.caduk.co.uk) 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 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 there are no refunds.

## 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** The date of start of the provision of the Service shall be agreed with the client. 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 Assessment Process is an ongoing activity. CADUK will provide the Service dependent on the progress of the Learner and only when advised of progress made by the learner. CADUK do not pressureise learners to make progress, however support cannot be provided indefinitely so once you have been accepted on the Award you will normally be supported for 1 full calendar year. If the candidate feels that they need to take a break from the qualification due to reasons beyond their control CADUK will negotiate extra time to complete depending on individual needs and circumstances.

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

**4.5** The Provider shall, on the successful Enrolment of the Learner:

**4.5.1** provide to the Learner, or to the Client on the Learner' behalf, the E/Hard Copy Documents for the relevant QCF NVQ identified as the relevant QCF NVQ for the Learner from the Learners Profiling and Registration Form/Process;

**4.5.2** arrange the initial induction between the Learner and the Assessor/Centre Co-ordinator where the standards and QCF NVQ Assessment Process are set out to the Learner which are required for the Learner to achieve the relevant competence level;

**4.5.3** allocate an Assessor to the Learner to assist in the Learners assessment and qualification through the Assessment Process; and provide ongoing on-line, telephone Support as required.

## 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 and/or Assessor for the purposes of assessing the Learner's suitability for the QCF NVQ to be undertaken;

**5.1.3** CADUK and/or Assessor may be required to contact the Learner's employer during the QCF NVQ Assessment for the purposes of the Assessment Process;

**5.1.4** CADUK is not responsible for the operation, monitoring, passing, failing, accreditation or certification of any QCF NVQ course nor is the Provider responsible for the comments or guidance of each individual Assessor; and

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

**5.2** CADUK 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 CADUK determines that an alternative Service of equal value and quality should be supplied.

## **6. Learner Support**

**6.1** The Provider will provide the Learner with ongoing Support and advice throughout the Assessment Process and the duration of the Contract. The Support provided shall be limited to:

**6.1.1** online Support via electronic communication and CADUK Cloud; and

**6.1.2** telephone Support provided by the Assessor and/or CADUK.

**6.1.4** Initial Induction

**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 support provided to the Learner and the online Support may not be available during these periods; and

**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. 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](http://www.caduk.co.uk)

**7.2** In the event of dispute between the Client or the Learner and the Provider as 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 endeavors 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.

**8.1** 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 or through CADUK 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](http://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 Cloud Access and Use

**11.1** By using the CADUK Cloud you agree not to access, monitor or copy information for your own commercial benefit or the benefit of another party without prior written permission. You also agree not to make any attempts to attack the infrastructure of the Cloud.

## 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.