

## **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 competence-based assessment with CADUK, or a user of the CADUK website.

### **Introduction**

**(CADUK) The Competence Assessment & Development Centre UK Ltd** is an approved Awarding Body assessment centre with NOCN, ProQual, Pearson, and SQA. We provide competence-based (NVQ) qualifications at Levels 2 to 7.

### **1. General**

- 1.1** (CADUK) The Competence Assessment & Development Centre UK Ltd's (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 (hereafter called The Candidate), 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](http://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. CADUK reserves the right to vary any of its prices on individual qualifications at any time. These prices will be displayed on our website.

### **2. Payment/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.
- 2.2** In the event that a payment schedule has been agreed, The Client/The Candidate will not be issued their certificate of achievement until the full payment has been received by CADUK.

### **3. Cancellation and Postponement**

- 3.1** CADUK accepts booking 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.
- 3.3** Once payment has been made, The Client/The Candidate has the statutory 14 days to request a refund in writing. Refunds are subject to deductions to cover unrecoverable costs/expenses incurred by CADUK including awarding body registration fees and administrative costs.

### **4. Provision of the service and CADUK's Obligations**

- 4.1** CADUK agrees to provide a service, subject to these conditions to The Client/The Candidate for the purposes of supporting The Candidate throughout the assessment process.
- 4.2** The Start Date of the provision of the Service shall commence from the day that The Candidate is registered with an awarding body.
- 4.3** CADUK provide availability of assessor support to The Candidate for a period of 12 months from the Start Date.
- 4.4** In the event that The Candidate has not completed their qualification after the 12 month period, additional fees will apply for further support. These fees may vary depending on the individual circumstances, qualification progress, learner engagement, etc. as recommended by The Candidate's assessor.
- 4.5** If The Candidate 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.
- 4.6** In the event of an 'on-site' assessment (where a CADUK assessor physically attends The Candidate's workplace for the purpose of an assessment) - if an assessor is not able to make the assessment decision due to poor preparation by The Candidate/The Client or the assessment is not able to be completed due to workplace constraints etc., additional fees will be incurred for a repeat assessment visit.
- 4.7** In the unlikely event that CADUK fails in the opinion of The Candidate/The Client to provide The Candidate with sufficient support, this shall not entitle the Client to treat the Contract as repudiated.
- 4.8** CADUK use various Awarding Organisations for the purpose of registration (NOCN, SQA, Pearson, ProQual) and registrations may be subject to change at any point during the process of the NVQ assessment.

## **5. Obligations of The Candidate/The Client**

### **5.1 The Candidate/The Client agrees and accepts that:**

- 5.1.1** they are responsible for the accuracy of The Candidate's information provided in the Learner Initial Profiling Form and that such information provided is correct in all material respects;
- 5.1.2** they are responsible for checking the accuracy of The Candidate's information (particularly with respect to date of birth, and format/spelling of their name) on their Awarding Organisation registration document. If a change of date of birth and/or name format/spelling is requested after the NVQ award has already been claimed (or once the certificate of completion has been generated), additional fees will apply to have this amended.
- 5.1.3** that the information provided by The Candidate, or by The Client on The Candidate's behalf, is used by CADUK for the purposes of assessing The Candidate's suitability for the NVQ to be undertaken;
- 5.1.4** CADUK has the right to reallocate an alternative NVQ assessor to The Candidate at any time during the assessment;
- 5.1.5** 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;
- 5.1.6** any information, documentation or materials submitted by The Candidate and/or generated during the assessment process may be used for internal CADUK training and development purposes unless expressly requested by The Candidate not to do so. Any CADUK representative that is given access to this data will be subject to CADUK's terms of service and therefore will treat such data as strictly confidential, in line with CADUK's confidentiality policy;
- 5.1.7** any information, documentation or materials submitted by The Candidate and/or generated during the assessment process may be made available to representatives of the Awarding Organisations (NOCN, SQA, ProQual, Pearson. Etc) for the purposes of External Verification. Any such representative that is given access to this data will be subject to their respective organisation's terms of service and therefore will treat such data as strictly confidential. Access to any such data will be withdrawn once verification is complete;
- 5.1.8** where The Candidate's certificate of completion needs to be posted outside of The United Kingdom, additional fees will apply to cover the cost of postage;
- 5.1.8** any information provided by CADUK or displayed on CADUK's website that is related to a 3<sup>rd</sup> party organisation (i.e. CSCS, CPCS, CIOB, ICWCI, IOSH, NPORS, Pearson, SQA, ProQual, NOCN, etc) is to be used a guide only and may be subject to change at any time. It is the responsibility of The Candidate/The Client to validate the information directly with the appropriate 3<sup>rd</sup> party organisation.

## **6. Candidate Support**

- 6.1** CADUK will provide The Candidate with support and guidance throughout the assessment process for a period of 12 months from the date that The Candidate is registered onto an NVQ with an Awarding Organisation.

- 6.2** Support is provided on request from The Candidate via telephone, Zoom/Teams, email, WhatsApp and via the CADUK ePortfolio system.
- 6.3** The Client/The Candidate acknowledges and accepts that reasonable periods of downtime may be required in respect of the support provided to The Candidate by their assessor (assessor holiday for example) and that support may therefore not be available during these periods.
- 6.4** Any materials provided to The Candidate during the assessment process (evidence lists, ePortfolio systems, information related to a 3<sup>rd</sup> party organisation etc) may be subject to update/amendment at any time.
- 6.5** The Candidate/The Client is advised to notify CADUK at the earliest opportunity if they are not satisfied with the support by their assessor so that CADUK can investigate the issue and (if necessary) reallocate The Candidate to an alternative assessor.

### **7. Third Party Clients and Partners**

- 7.1** In respect of our 3<sup>rd</sup> party clients/providers (i.e., external training providers/companies/assessors who operate under their own name/company/branding but use CADUK as their approved centre for certification and/or quality assurance purposes), CADUK accept no responsibility for the initial profiling and/or overall outcome of the assessment process. All complaints about the assessment process should be directed to the external organisation/assessor that took the initial payment for the assessment service.
- 7.2** Those clients/providers (outlined in 7.1) 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, no refunds will be given.
- 7.3** Any 3<sup>rd</sup> party organisation/assessor (outlined in 7.1) 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 3<sup>rd</sup> 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 3<sup>rd</sup> party user agrees to take reasonable steps to protect the CADUK ePortfolio system, i.e., have appropriate antivirus software installed on their access device, not upload any malicious software or data, 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**

**8.1** In the event that The Client, or The Candidate, 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 website: [www.caduk.co.uk/policy-and-procedure](http://www.caduk.co.uk/policy-and-procedure)

**8.2** In the event that CADUK feels the need to withdraw support because of the lack of progress or engagement by The Candidate, CADUK will assume that The Client/The Candidate has been satisfied with the overall support because no complaint about the quality of service has been made. If there is a dispute between The Client/The Candidate and CADUK regarding 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.

## **9. Health & Safety**

**9.1** 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.

**9.2** 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.

## **10. Data Protection and Privacy**

**10.1** 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/The Candidate and as set on in our Data Protection Policy.

## **11. CADUK Web Site Access and Use ([www.caduk.co.uk](http://www.caduk.co.uk))**

**11.1** 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 (this includes images, articles, logos, documents, videos, information, downloads, lists, wording, etc) and is not to be used or replicated without the express written permission of CADUK. Any user that breaches this agreement will be subject to legal proceedings and be liable for damages by way of monetary compensation to CADUK.

**11.2** 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 website.

## **12. CADUK ePortfolio Access and Use ([www.cadukeportfolio.com](http://www.cadukeportfolio.com))**

**12.1** 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. Any user that breaches this

agreement will be subject to legal proceedings and be liable for damages by way of monetary compensation to CADUK.

**12.2** 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.

**12.3** 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

### **13. Applicable Law**

**13.1** 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.